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OF THE

SENATE OF THE UNITED STATES

FOR THE

SECOND SESSION OF THE FORTY-EIGHTH CONGRESS, AND THE SPECIAL SESSION OF THE SENATE CONVENED MARCH 4, 1885.

IN TWO VOLUMES.

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TO

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48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 1.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Report of the Commission to select a site and supervise the erection of a pedestal for a statue of the late President Garfield.

DEC. 3, 1884.—Referred to the Committee on Public Buildings and Grounds and ordered to be printed.

WAR DEPARTMENT,
Washington City, December 1, 1884.

The Secretary of War has the honor to inform the United States Senate that the Commission, consisting of the Secretary of War, the Chairman of the Joint Committee on the Library, and the Chairman of the Garfield Monumental Committee of the Society of the Army of the Cumberland, designated by the act of Congress approved July 7, 1884, to select a site and supervise the erection thereon of a pedestal for a statue of the late President James A. Garfield, held a meeting on November 24, 1884, at which the following resolution was unanimously adopted:

That the Commission select as a site for the monument, the circle at the foot of the Capitol grounds situate at the intersection of First street and Maryland avenue, southwest, in the city of Washington, D. C.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE, UNITED STATES SENATE.

O

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 2.

REPORT

OF A

MILITARY RECONNAISSANCE

IN

ALASKA,

MADE IN

1883,

BY

FREDERICK SCHWATKA,
1ST LIEUT., 3D REGT. CAVALRY, U. S. ARMY.

WITH MAPS AND ILLUSTRATIONS.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1885.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 2.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In answer to Senate resolution of April 18, 1884, *the official report of Lieutenant Schwatka of his military reconnaissance of* 1883 *in Alaska.*

DECEMBER 3, 1884.—Referred to the Committee on Printing, and ordered to be printed.

WAR DEPARTMENT,
Washington City, December 1, 1884.

The Secretary of War has the honor to transmit to the United States Senate a copy of the official report of Lieut. Frederick Schwatka, Third Cavalry, of his military reconnaissance of 1883, from Chilkoot Inlet, Alaska, to Fort Selkirk, on Yukon River, Alaska, in compliance with the resolution of the Senate of April 18, 1884, as follows:

Resolved, That the Secretary of War be, and he is hereby, directed to transmit to the Senate the official report by Lieut. Frederick Schwatka, United States Army, of his military reconnaissance of 1883, from Chilkoot Inlet, Alaska, to Fort Selkirk, on Yukon River, Alaska.

Accompanying are two letters of the Adjutant-General of the Army, dated, respectively, April 22 and November 4, 1884, from the latter of which it will be observed that the delay in preparing a complete copy of the report of Lieutenant Schwatka was occasioned by the necessity of procuring copies of the photographic illustrations accompanying the report.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE
UNITED STATES SENATE.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, April 22, 1884.

SIR: Referring to the Senate resolution of April 18, 1884, calling for a copy of the report of Lieutenant Schwatka's reconnaissance from Chil-

koot Inlet to Fort Selkirk, Alaska, made in 1883, I have the honor to state that the report in question not having been received at this office a telegram was addressed to the commanding general Department of the Columbia calling for it.

A reply has just been received from that office, which reads as follows:

Schwatka's report not yet rendered. Will be in day or two. Very voluminous; three hundred pages manuscript; requires several days to copy.

The copy desired by the Senate will be prepared and submitted as soon as the report reaches this office.

I have the honor to be, sir, very respectfully, your obedient servant,

R. C. DRUM,
Adjutant-General.

The Hon. SECRETARY OF WAR.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, November 4, 1884.

SIR: Referring to my communication of April 22, 1884, on the subject, I have the honor to inclose herewith a copy of the official report by First Lieut. Frederick Schwatka, Third Cavalry, of his military reconnaissance of 1883, from Chilkoot Inlet, Alaska, to Fort Selkirk, on Yukon River, Alaska, called for by Senate resolution of April 18, 1884.

The delay in furnishing a complete copy was caused by the necessity to procure copies of the photographic illustrations accompanying Lieutenant Schwatka's report, which were recently obtained by the commanding general Department of the Columbia.

I have the honor to be, sir, very respectfully, your obedient servant,

R. C. DRUM,
Adjutant-General.

The Hon. SECRETARY OF WAR.

MILITARY RECONNAISSANCE IN ALASKA.

Brig. Gen. NELSON A. MILES,
Brevet Major-General United States Army,
Commanding Department of the Columbia,
Vancouver Barracks, Washington Territory:

SIR: I have the honor to report that, in obedience to letter of instructions from your office dated April 7, 1883 (and herewith appended and marked A), I left Vancouver Barracks, Washington Territory, with a party of seven persons, all told, the following being its organization:

1. Frederick Schwatka, first lieutenant Third Cavalry, aid-de-camp to department commander, commanding.
2. George F. Wilson, assistant surgeon United States Army, surgeon.
3. Charles A. Homan, topographical assistant United States Army, topographer.
4. Sergeant Charles Gloster, Company K, First Cavalry.
5. Corporal William H. Shircliff, Company G, Second Infantry.
6. Private John Roth, Company I, Twenty-first Infantry.
7. J. B. McIntosh, citizen.

This party, styled the "Alaska Military Reconnaissance of 1883," left Portland, Oregon, May 22, 1883, on the Pacific Coast Steamship Company's collier and freight steamer "Victoria" for Alaska, touching *en route* at Astoria, Oregon; Neah Bay, Washington Territory; Victoria, Vancouver Island, British Columbia, and Port Townsend, Puget Sound, Washington Territory.

The "Victoria" crossed Dixon Entrance, the channel that separates British Columbia from Alaska Territory, early on the morning of the 29th of May, and shortly afterward entered Boca de Quadra Inlet, where freight was left for the Cape Fox Salmon Cannery, an enterprise just started this year. This cannery is in the Indian country of the Tongas and (Cape) Foxes. These bands are described under the title of "Native tribes visited." I have confined my report regarding the Alaskan Indians strictly to those bands or sub-bands that my party has visited in whole or in part, but having once opened the subject of any particular tribe, I have collected and transcribed all the available information regarding them that I considered to be reliable. Further than the "Native tribes visited"—the most important information required of my military reconnaissance—I have made no division of my

report, and all preliminary introductions, narrative of the expedition, description of the great river along which the party traveled and its adjacent country, the trade and resources of the districts visited, the astronomical determinations, magnetic observations, and topography are all embodied in this, the general report, somewhat after the manner of a journal kept by a traveler. The inland passages of Alaska extend from Dixon Entrance to Cross Sound, a distance of about 330 miles, if measured between estuaries communicating with the Pacific Ocean, or from Dixon Entrance to the head of Chilkat and Chilkoot Inlets, a distance of about 375 miles, if measured within the limiting lines of latitude. Both measures are by the usually traveled steamboat route. The islands forming these numerous inland passages are known as the Alexander Archipelago, and with its adjacent mainland contains probably two-thirds the white population of Alaska Territory. The Indians inhabiting this same district speak the Thlinkit language, and, as a whole, are spoken of as Thiinkits, although divided into many sub-bands, each receiving its own particular name as Stickeens, Sitkas, Tongas, &c., each ruled independently by its own chief or chiefs in its own limited locality, and having but little sympathy in common. Among the whites of the country they are spoken of only by these names of sub-bands or clans, and in the same sense should they be considered by the military, for the reason noted, *i. e.*, their distinct and separate sovereignty as belligerent clans. Where intertribal alliances are likely to be formed as a result of a collision with one, this is noted in the particular tribe described wherever it could be ascertained. The Thlinkits were spoken of by the Russians as the Koloshes or Koloshians, and this designation is still occasionally heard in the Territory. In the Alexander Archipelago we visited the Tongas, Foxes (or Cape Fox Indians), Kootznahoos, Hoonahs, Chilkats, Auks, Stickeens, and Sitkas, and they will be found considered separately under the proper head. The distance we traveled in this part of the Territory was 810 miles, consuming from May 29, 1883, to June 11, of the same year, and the distance traveled from Vancouver Barracks, Washington Territory, to the crossing of Dixon Entrance, by the route already indicated, was about 1,070 miles. These inland passages of the Alexander Archipelago connect with similar ones indenting the coast of British Columbia, connecting with Puget Sound, in Washington Territory, across the eastern extremity or head of the strait of Juan de Fuca, and by them, such transporting vessels as "sound boats," "bay-water boats," or even the lightest and fragile river steamers by watching favorable weather at occasional ocean entrances, can traverse this whole interior coast line from Chilkat, Alaska, to Olympia, Washington Territory, a distance of about 1,060 to 1,100 miles by the usually traveled channel. From Fort Townsend, in Puget Sound, the nearest military post to this portion of Alaskan waters, the distance to these waters at Dixon Entrance by the inland passage is a little over 600 miles, and could be made by a small but powerful

"sound steamer," with such Alaskan pilots as are usually available in Victoria or Port Townsend, in two days. The value of such a steamer, in case this portion of Alaska is reoccupied by the military as an auxiliary to their usefulness, cannot be overestimated. Experts place its cost at about $35,000. The distance, in hours, for such a steamer, estimating at 12 miles per hour, and in miles, is given from Dixon Entrance to the principal villages of each tribe described under the separate subtitle of that tribe.

The Thlinkits or Koloshians have been variously estimated at from 5,000 to 20,000, although the latter is probably the nearer correct, and besides occupying the country noted, extend along the coast to the region of the mouth of the Atna or Copper River. But little can be said in a military sense regarding them as a whole, so much do they vary in the different subtribes, which variations are there noted. They are nearly all a strictly sea-coast abiding people, the ease with which the waters furnish them with subsistence, and the great labor necessary for the same in the rough mountainous interior determining this mode of life. Their villages are mostly of a permanent or semi-permanent character, situated on the narrow beaches that occasionally occur at the foot of the mountains. They are of all quality, from fairly constructed log cabins to the most miserable shanties of rough inclined boards. The Indian village at Sitka can be taken as a typical one of the best con-

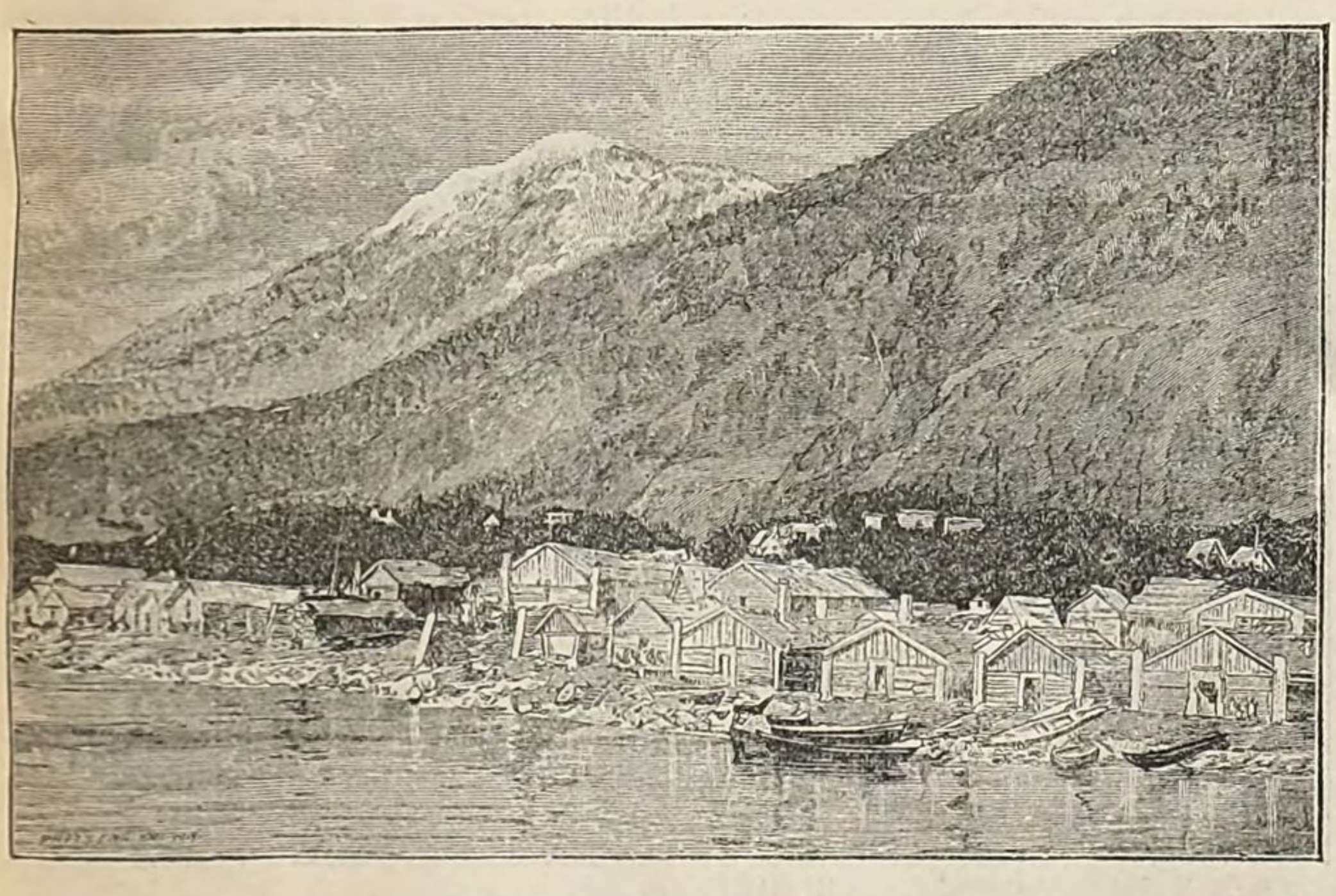


FIG. 1.

struction, and I append herewith an illustration of a limited portion of it. Villages of such substantial structures would require the lighter forms of artillery, as Hotchkiss, mountain howitzers, &c., should the resistance be stubborn, and in case of an attack upon them.

I do not believe, however, that there are over five or six villages of this construction and capacity in the whole archipelago. Where the soil would allow it, some of the Thlinkit tribes have dug cellars underneath their cabins for storage purposes, and also with an idea for defense. The moral effect on the savage mind of a few shells would make them untenable.

The subject of the supersitions of a savage race in its bearing upon military considerations of them has no importance except so far as their medicine-men, or shamans (pronounced showman), as they are called in Alaska, have power to instigate, carry on, or prevent war. In this connection the shamans are discussed in each tribe described.

The Thlinkit transportation is one that varies but little with the different tribes, although noted in each. They have two distinct sizes of canoes, the large or war canoe, which may hold from twenty-five to fifty or even seventy-five, and the smaller ones for personal use, holding one or two individuals. The former, once very numerous, are slowly becoming obsolete, or really degenerating into medium sizes used in transporting household effects from one village to another as the fisheries change their location on which they are dependent. I annex a good illustration of a war canoe taken from Lieutenant Wood's article in the Century Magazine of July, 1882, "Among the Thlinkits of Alaska."



FIG. 2.—Thlinket war canoe.

I believe that most of their boats are swifter than any that we could bring against them, not propelled by steam. They are as good masters as we of the art of sailing wherever that mode can be adopted. If the

old military posts should be reoccupied or new ones established, each one should therefore be furnished with a steam launch swift enough to run down these canoes and large enough to carry a combating force equal to any village that it may be called upon to assail within the limits of its district. Tongas, Wrangel, and Sitka were the points within the Alexander Archipelago occupied by troops before it was ordered to be abandoned; but so many new industries have developed within that time, and other changes been made that vary their usefulness, that they should not be reoccupied or new posts established without a critical examination by the proper officers for such duty. The site personally selected at Killisnoo by the late Brevet Maj. Gen. Jefferson C. Davis, U. S. Army, at one time commander of the Alaskan Department, is well situated and constantly growing in importance.

The grasses of this country are in sufficient quantities to sustain the limited number of animals that would be required at a military station for police and post duty, and the fact that the character of the country makes it impracticable to use mounted troops effectively, if at all, makes the subject of small importance. Baled hay can be readily obtained for winter forage.

Water supplies for posts are unexcelled in the numerous mountain streams emanating directly from glaciers and snowbanks on the high hill-tops, and nearly all of these can be dammed at altitudes that would give ample reservoir for fire or sprinkling purposes or to conduct water through a post by a system of pipes. Such methods have already been used in the salmon canneries lately erected in this part of Alaska.

Wood is plentiful and fuel should be obtained as reasonable as at any post in the department proper. Yellow cedar and Sitkan spruce, or balsam fir, is in ample quantities for timber, and a portable saw-mill would save considerable in the construction of a post in furnishing rough lumber, which is expensive from the high rates of freight to this part of the Territory. Coal has been found but not in proper quantity or quality.

While the hardier varieties of vegetables can be grown here with a little harder labor than in more temperate climates, I think that, in general, post gardens will be found to be failures, the limited areas of fertile soil, the ready access to Portland and Puget Sound markets, at much cheaper rates, and the uncertainty of success in a garden from year to year determining this. Such vegetables as can be grown here, and that would be more or less injured in their freshness by long transportation, would probably be raised in small gardens, while the standard varieties as potatoes, onions, &c., usually issued to troops, would be supplied by the proper department from the markets indicated, the ease with which they can be reached making the matter of post gardens of little importance compared with the isolated frontier forts.

The beef or fresh meat supply will be the hardest to meet, considering the well-known craving in the American soldier for good warm-blooded

meats. With a small steamer at the disposal of the military, as already suggested, there will be but little trouble in supplying this from Puget Sound markets at Fort Townsend rates, but in case this transportation is done by private lines the expense for any number of troops will be considerable. There are very few places in this part of the Territory where a herd of cattle could be kept even in the summer beyond the time that would be necessary for them to pick up the flesh they had lost in transportation, but meat once killed can be kept quite a while in good condition with but very little trouble. Hogs will do better, and will probably enter into the soldier's diet in a larger ration than at other army posts. A bill of fare in this part of Alaska can be varied by clams, mussels, herring, codfish, salmon, and halibut, in the way of cold-blooded meats, the latter existing in large quantities; in fact nearly all sorts of fish swarm in these waters, the principal industries being fisheries, and likely to remain so until civil law is extended over the Territory so as to protect lumbering and miniing interests, these three being the staple industries, present and prospective, of Southeastern Alaska. Venison, wild goat, mountain sheep, and black and brown bear's meat may be had occasionally. Ducks and geese are abundant in their season.

The general healthfulness of this district will compare favorably with any in the United States, only such diseases as are produced or aggravated by prolonged damp weather—the general climatic state of this country—being worthy of notice in their causation or therapeutics.

As to the general warlike tendency of the Thlinkits it must be said that they have been very peaceable since we have come into possession of the country, with but a few exceptions, although some of their belligerent acts show that they can be very combative when that faculty is aroused. The Kakes of Kuprinoff Island of the Alexander Archipelage, as late as 1857, made a hostile excursion in their war canoes as far as Puget Sound, and killed the collector of customs at Port Townsend. The Chilkats, in 1851, made a descent of over 500 miles from their country, across the mountains, down the Upper Yukon, with its lakes and rapids, in order to burn a Hudson Bay post (Fort Selkirk) that was interfering with their inland trade. Such acts do not belong to a very cowardly race, and these acts could be extended beyond those cited. The bold, rugged character of their country, the consequent severe exercise necessary to procure skins for clothing in the past generations, and the results still inherited more or less in the present, the large number of petty tribes constantly jarring about mooted matters of savage politics, all go up to give them a sort of warlike morale, not to be expected by the closest student of Indian character, who might superficially reason from their fish-eating, easily subsisted, and present indolent and quiet existence. Like all Indians, however brave, they are mortally afraid of cannon, Gatling guns, and any other large arms not used by themselves, and a single well-directed shell would have more moral effect and less fatal results in bringing them to terms than a village full

of corpses produced by weapons with which they are familiar and can meet man for man, gun for gun. The fact, already noted, that all their villages and camps are near the edge of navigable waters makes this statement of military importance in the consideration of these tribes.

The arms of these tribes are quite inferior in quality, but are gradually improving as the country is settling up, and it will be a mere matter of time when they may be equal if not superior to ours. Their sources of supply for ammunition, while adequate for present wants with muzzle-loading guns, will be more precarious as they adopt improved weapons, and doubly so in case of war. The quality of arms and sources of supply of ammunition are more minutely described with each tribe.

The most friendly feeling exists between the white people and Indians of the archipelago, and this is quite noticeable among the older and permanent residents of the former class, many of whom declare that if a war is ever occasioned it will more than likely be the fault of the whites. Such expressions, so foreign to frontier parlance, augurs well for the relation between the two elements. Through the medium of labor offered by the new industries springing up in this coast-water strip, the Indians are gradually learning the value of money and its many benefits, and where this foothold has been gained all other benefits in their behalf sink into insignificance compared with it.

Everywhere I found a sincere desire for the reoccupation of Alaska by the military, more probably in the fact that it represented some permanent form of law and order than any anticipated trouble from Indians. The unsolicited expressions conveying these desires, often the first part and burden of the conversation, were too prominent and general not to be genuine. In fact, it was their prominence and from evident desires of citizens that this paragraph finds its way into my report, for it formed no part of my instructions. The almost total lack of civil and criminal law in Alaska is also beyond my province, except so far as it might possibly affect the military if called upon; but no good citizen can visit the Territory and see the many evils resulting therefrom without at least noting them as a fact, whatever may be the object of his visit.

In closing this general account of the Thlinkits I shall give a very brief summary of the principal tribes not visited and described in full, using the best data obtainable.

The Hydas or Haidahs inhabit the southern part of the Alexander Archipelago and the northern part of the Queen Charlotte Archipelago (the northwestern outlying islands of British Columbia), and number about 500 in Alaska Territory, one-third of whom, as with the rest of the Thlinkits, may be considered warriors. There are two main villages of them, the Kaiaganies near Kaigan Harbor, and the Kliarakans near the Gulf of Kliarakan.

The Hennegas, in and around Cape Pole, number probably 350 to 400.

The Chatsinas, not far from the latter and numbering probably a trifle more. The last two are reported to be more peaceful than the former, who are credited with having murdered the crew of a small trading vessel visiting their country.

The Kakes (Kakus) already noted, who occupy the Kuprianoff Island, the greater majority of whom are concentrated on the northwestern part, in and around the village of Klukwan. There are estimated to be between 800 and 1,200 souls. They are one of the most warlike bands of the Thlinkits.

The Kous or Koos, numbering 600 to 700, are very similar to the Kakes in disposition, and occupy the shores of Kou Island, just west of the Kuprianoff Island, with their principal village (Kou or Koo) directly opposite Klukwan, the Kake village, and almost in sight of it.

The Sundowns (or Soundun) and Takos, numbering 350 to 450, who live on the mainland from about Tako River to Prince Frederick Sound, their principal villages being Shuk and Sundown or Soundun, both on Stephen's Passage.

The Hoodsuahoos, numbering 750 to 900, who live along the northern shores of Chatham Strait.

Besides these there are the Asonques and others of less importance and of whom but little is known.

We left the Cape Fox Cannery in Boca de Quadra Inlet shortly after noon of the 29th of May, and proceeded towards Wrangell, which is on the northern part of an island of the same name, arriving there at 4.30 a. m. on the 30th. Near here was Fort Wrangell, one of the three posts formerly occupied by the military. The Indians in and around this point are Stickeens, described under the head of Indian tribes. Their immediate village lies on the rocky beach just east of the town, and is of the usual stereotyped Thlinkit character, a row of log buildings between high-tide and dense timber, with gable ends facing these, and back of them the graves of the medicine-men, all others being burned, I believe, while in front are the totem poles, signifying the "family tree," of the particular cabin dweller before whose door they stand.

Wrangell itself is not much less rickety in appearance than the Indian village alongside, and is kept alive by the miners passing to and from the Cassiar mines on the Stickeen River within the British Possessions. Many of these miners also winter here, and there is much more business done than its lifeless appearance would indicate.

We left Wrangell at 8 a. m., rounded Cape Ommaney, the southern cape of Baranoff Island, between 5 and 6 p. m., *en route* to Sitka, where we arrived at 5 o'clock next morning, May 31. Baranoff Island, with Sitka on its seaward face, is the land of the Sitka Indians, a tribe described in full in the proper subhead. Sitka Harbor is one of the best in Alaska Territory, and while the channel is a little tortuous, once within it is finely protected by an outlying chain of islands and reefs. The old Russian barracks at this place were once occupied by troops

and are still kept in good order, and furnished ample shelter to the marines of the man-of-war stationed in Alaskan waters under the orders of the Treasury Department. Like all points facing directly on the Pacific coast of this continent, and which are under the influence of the deflected Japanese current, its climate is much more equable both summer and winter than corresponding points inland and on the Atlantic coast. The mean summer temperature, as shown by nearly twenty years' observations, is a little below "temperate" on the Fahrenheit scale, while the mean for the winter is about "freezing" on the same scale.

The wreck of the Eureka in Peril Straits, just north of Baranoff Island, was visited in order to leave some wrecking machinery, and a good chance was had to visit the shore and get a general idea of the character of the land. The rugged inequality of the land, its constant intersection by channels of the sea, large and small, have all been dwelt upon. Viewed from these channels nothing is seen but a dense growth of dark evergreens, covering the steep mountain-sides, and one would think from the great incline that it would be at least well drained and dry. But even here there is a thick spongy covering of moss, amply saturated with the numerous rills trickling down the hill, and which makes climbing more than doubly laborious. It covers dead logs, quaking bogs, and slippery shale or shingle, and persons cannot tell when they will receive a severe fall or sink in up to their knees, if not farther. Once on top of the hills, a few openings clear of timber are found, but if anything the bog is deeper, the moss thicker, and a luxurious growth of aquatic plants and bushes often conceal the innumerable small ponds connected by a network of sluggish channels of oozy mud. Here bear, deer, or mountain goats may be encountered, but from the difficulties presented Indians or white men do very little hunting. Every one travels by water and by water alone.

On the 1st of June, about 4 p. m., we reached Killisnoo, in Chatham Straits. Killisnoo was formerly a whaling station of the Northwest Trading Company, and has been converted into a cod-fishing station, which must be remunerative from the improvements they are making. A large pile dock, probably the finest in Alaska, gives easy access to their buildings on the land. Directly opposite this is the village of the Kootznahoo Indians (described farther on in full), and the site picked out by the late Brevet Maj. Gen. Jeff. C. Davis, colonel Twenty-third Infantry, as the best in the archipelago for a military post. Since that date its importance for such an object has become more marked by the geographical distribution of the new industries springing up in this part of Alaska. A great many of the Kootznahoo Indians had their faces blackened, a fact I noticed among a number of other tribes to a greater or less extent, which was explained as being a protection from the bright glare of the waters while fishing on them.

Twelve hours' run from Killisnoo, almost due north, brought us to Pyramid Harbor in Chilkat Inlet at the head of Lynn Channel. Here

there are two salmon canneries, recently erected, one on either side of the inlet, with good prospects that I have since heard have been fully verified. I disembarked my party at Pyramid Harbor at the large cannery of the Northwest Trading Company on the west side of the inlet, and everything was done by Mr. Carl Spuhn, its superintendent, to facilitate my movements in this vicinity, and to assure the success of my expedition in the future, and his aid was of the most serviceable character.

My instructions, "to endeavor to complete all information in each section of the country before proceeding to another, in order that should time not permit the full completion of this work it may be taken up the following season," had induced me to choose the valley of the Yukon River as that district of the most importance in the Territory and of which little or nothing was known in a military sense. The slow progress that had been made in previous explorations from its mouth, fighting its swift current, led me to think that this obstacle could be made to subserve my purpose in descending it from its head if it could be reached under favorable circumstances. Also the fact that I was in general expected to complete any chosen district in a single summer had weight in investigating the Yukon River from this end. There are some three or four passes through the coast range of Alaskan mountains leading from the inland passages of the Pacific Ocean to the sources of the Yukon River, one of which, called the Tahko, I believe had been crossed by Mr. Byrnes, a practical miner, who, employed by the Western Union Telegraph Company in 1867, made this journey as far as Lake Tahko of my map, coming down the river, marked coming in on its south side, and was here recalled by a courier sent by the company, who had abandoned the enterprise owing to the success of the Atlantic cable.

No surveyed map was made of this journey or ever demanded by his employers, as near as I can learn, and if the rest is as inaccurate as the part he has furnished from memory, and which I afterwards visited in small part, this route is still open for exploration.

The Lynn Channel, at its head, divides into two deep inlets the Chilkat and Chilkoot, each receiving rivers at their heads, and from these valleys lead out trails that reach different sources of the Yukon River, and that have been known to have been traveled by the Chilkat and Chilkoot Indians, respectively, for many years in the past, the object of these expeditions being to trade with the interior Indians, the Tahkheesh, or, as the white men call them, the "Sticks."

Over the first pass (the Chilkat) to the head of the Tahkheena the only explorer to traverse it has been Dr. Krause, of Berlin, sent out by the Bremen Geographical Society to make explorations and especially ethnological collections in the Schukchi Peninsula of Siberia and Alaska. Since returning, I also learn by his report to that society that he had traversed the Chilkoot Pass. These maps, like all work done by the

Krause Brothers, were of the most excellent character and valuable for future reference. They appear in the proceedings of the Bremen Geographical Society for 1882, and should be copied and kept on file in the proper office of these headquarters. From Indian reports I understand that it takes about twelve days for them to make this Chilkat-Tahkheena portage, carrying their effects upon their backs, but once over this long portage the Tahkheena has no important falls or rapids from the lake at its head to its junction with the Yukon. The Chilkat River has also a trail at its head leading over to the stream emptying into Yukatat Bay, which the Indians make, loaded as described, in about fifteen to eighteen days. I was told by one, who is undoubtedly good authority, that these two trails were the only ones used by the Chilkats going from the inlet and river of the same name back into the interior, the Chilkoot trail being monopolized by the Chilkoot Indians, although they are a sort of independent subtribe of the Chilkats and often associated with them in descriptions and in reality closely interwoven. The Chilkoot trail leads up the inlet to a branch one called the Dayay and through it to the mouth of a river of the same name, thence to its head and across the mountains to one of the sources of the Yukon, and requires only three or four days to be made, its disdvantages being the three or four cañons, rapids, or cascades that obstruct that part of the river to which it leads. It was the route taken by my party and is described more in detail in the running account of the voyage. Over it the Chilkats were not only allowed to travel, but the Indians of the interior, the Tahkheesh or "Sticks," are permitted to cross out to the Pacific waters, a *blockade* once thoroughly maintained against them by both Chilkats and Chilkoots over their respective passes. Mining parties, in small numbers, had also crossed this trail in order to prospect the headwaters of the Yukon for valuable minerals, but as far as any results were obtained, outside of their imposed labors, nothing had been gained by their attempts; still their adventurous efforts should receive the highest commendation, for had they been or should they be successful in developing rich mineral in this section of the country (which must be limited in its industries to minerals and fisheries), they would do a practical good only to be measured by the value of the discoveries.

The Indian packers over these mountain passes usually carry 100 pounds, although one I had walked along readily with 127, and a miner informed me that his party employed one that carried 160. The cost of carriage of a pack (100 pounds) over the Chilkoot trail for miners has been from $9 to $12, and the Indians were not inclined to see me over at any reduced rates, despite the large amount of material required to be transported, some 2 tons. By giving them two loads, or doubling the time over the portage, a slight reduction could be had, not worth the time lost in such an arrangement, and I made contracts with enough of them to carry my effects over at once. Mr. Spuhn was also very energetic in his efforts to secure for me better terms but without avail, and

after I had crossed the trail I in no way blamed the Indians for their stubbornness in maintaining what seemed at first sight to be exorbitant, and only wondered that they would do this extremely fatiguing labor so reasonably.

The head chief of the Crow clan of the Chilkats had died about the time of my arrival, and his sumptuous funeral, conducted in a village about 15 milies above Pyramid Harbor, stretched over several days of feasting and orgies before his body was to be burned on a funeral pyre, seriously threatened to delay my expedition getting away, but I do not think we lost over a day thereby.

The party got away at 9.50 a. m., in a large skiff and nine or ten canoes towed by the launch "Louise," belonging to the Northwest Company, the latter carrying the heavy effects and the former mostly loaded with the Indians, some forty to forty-five in number, intended as packers. The course was down (south) the Chilkat Inlet around Point Seduction and up (north) the Chilkoot Inlet to the Chilkoot mission, now occupied by the Rev. Mr. Willard and family as a missionary station and school, and was formerly the trading station of the Northwest Company until their cannery was established in the Chilkat Inlet. I walked across the narrow peninsula separating the two inlets about 3 miles, I believe, and found it well wooded, the trees doing well enough for sawing timber if required. There was grass 4 and 5 feet high on the trail, and the innumerable flowers in bloom looked very much unlike the general idea of Alaska, until the mountains that surround these little valleys were brought in view with their tops and gulches buried in snow and glacier ice.

At Chilkoot mission four or five canoes with the usual complement of Indians (about twenty Chilkoots) were attached to the already long chain, and at 2.15 p. m. got away up the Chilkoot Inlet. Shortly after we entered the Dayay Inlet, an arm of the former, and at 6 o'clock p. m. reached its head where the Dayay River comes in. Here the effects were lightered ashore in the canoes and skiff, and the launch returned. Before camping, the stores and supplies were put in canoes and "tracked up" the river about a mile, the mouth of the stream being really but a complex mass of mud flats, here deposited by the river and held back by the tides and prevailing southern storms. A short distance above the new camp (No. 2) a camp of Tahk-heesh or "Stick" was found, and I employed a few to complete my quota, and also to relieve those that had brought along squaws, their wives, to do their complement of the hard work, these poor creatures receiving nothing for their labor. Also a spare one was secured in case of sickness in such a large force.

The Dayay Inlet and valley is of the same general character as the inland passages of the archipelago, a river-like inlet between high hills covered with spruce and pine nearly to the top, the latter predominating in the lower levels the former in the higher, and capped with barren

granite mountains, covered on the top and in the gulches with snow and glaciers, which furnish water for innumerable cascades and waterfalls. These glaciers on the mountain-tops become better marked as the river is ascended. One on the west tide of the Dayay may be said to commence opposite the mouth of that stream, if not before, and continue along it some 10 or 12 miles until its outline could no longer be followed in the fog and mist that nearly always cling to their faces, especially during the warm summer months, when the atmosphere charged with moisture from the warm waters of the near Pacific is driven against them by the sea breezes.

The Oregon blue grouse could be heard hooting in the woods, and in the quiet evenings a perfect chorus of them filled the air. Trout had been caught in the fish-weirs of the "Stick" Indians, and offered us for sale, although the most persistent fishing the whole length of the river with both fly and bait was unrewarded. This may be due to the discoloration of the water by a whitish mud ground off the mountain sides by the glaciers cutting through calcareous rock. The tracks of black bear, fresh and old, were very numerous, and one was seen but not secured. The valley of the Dayay, like so many in this part of Alaska, would make a favorite summer camp for those officers and men who wished to break away for a while from the routine monotony of garrison life. Mountain goats and deer can also be added to the game list. From the foot of the steep mountains on one side of the Dayay Valley to the other—about one-half to three-fourths of a mile—the river bed and the valley is filled with great bars of bowlders, sand, and coarse gravel, with here and there groves of poplars, willows of several varieties, and birch. The river is very swift, averaging from 30 to 75 yards in width to the head of canoe navigation in a cascade 10 miles from its mouth, although half as far again probably by the stream, winding from one side to the other of its narrow valley. It often breaks into many channels, and occasionally a fording place for footmen can be found in wide shallow rapids. To the head of canoe navigation most of the party's effects were "tracked" in canoes, although those Indians not having these craft were compelled to at once commence carrying their loads upon their backs, their ungenerous companions not allowing them the use of their canoes, although as far as I could see it would have entailed no extra labor to have done so. That it was mere selfishness is shown in the fact that I knew several of them even refused to ferry their loads across the stream, thus forcing the packer to a devious route to some fording place, or even over the mountain spurs to avoid it altogether. In cases of sickness of companions they are no better, stoutly demanding a share of the spoils, and I had no occasion to regret my spare packer taken along for such emergencies. These restrictions apply to the Chilkats and Chilkoots, the Tahk-heesh or "Stick" Indians forming a commendable contrast, their reasonable and humane conduct to each other being no-

ticed wherever they were encountered, from here nearly to old Fort Selkirk.

Directly at the head of canoe navigation there is no good camping place, and our camp (No. 3) was made about a mile short of the cascade that marks it. We white men had been compelled to wade the river a number of times to reach it, but our spare packer had been used as a means of transportation, his legs being more used to the ice-water just from the glacier beds on the hill-tops.

After going into camp the greater majority of the Indians spent their spare time in gambling at a game called la-hell, in which there was a free interchange of dirty clothing and prospective wealth accruing from this particular trip, their orgies and rude savage songs often lasting past midnight. This, combined with the Pompeiian pictures engraved on their rude birch-bark hats, showed that they were still open for missionary effort.

About 2½ miles beyond the head of canoe navigation on the Dayay the Nourse River comes in from the west, and although receiving a different name by the Indians (the Kut-lah-cook-ah) is really the greatest in breadth and volume of water of the two forks. The valley of the Nourse is alpine and picturesque beyond description. A large lake is found at its head according to Indian authority, a system of sources quite common among the rivers of this mountainous part of the country. A short distance beyond the mouth of this west fork camp No. 4 was established near some perpendicular blocks of basalt rock, and in view of another glacier extending down between the two rivers. Here a dense grove of small firs near the river bank kept a number of the Indians busy cutting long, slender fishing-poles, which they put away in secure places to be taken home upon their return from my expedition. These poles, when seasoned, are pointed with a double-barbed gig, like the one shown in the figure, and which is a very common fishing instrument among all the natives of sub-Arctic America.

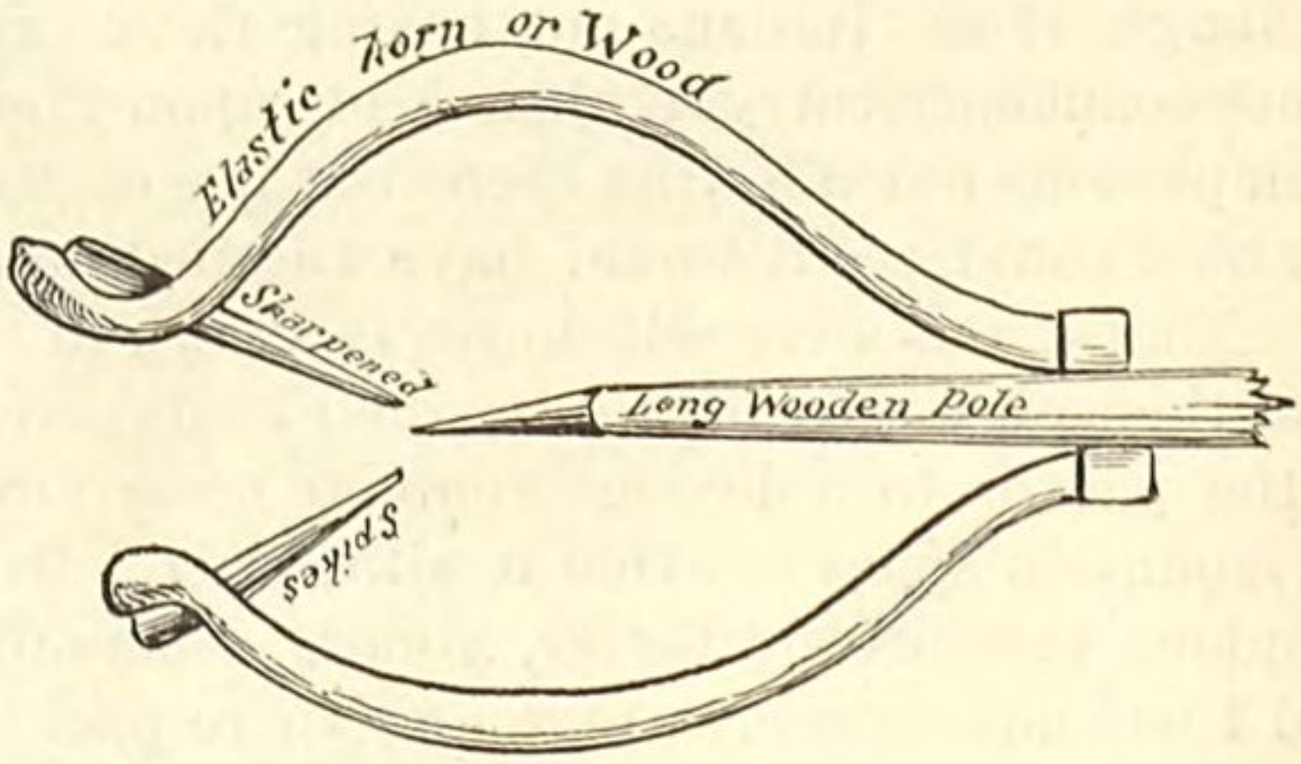


FIG. 3.

Up to camp 4 the labor had been very light, even for the packers, believing it to be a fair indication of the trail ahead, I had come

to the conclusion that their high charges were exorbitant and the portage very easy to be made.

On the 10th the party started at 7.30 a. m., the trail leaving the narrow valley, oftentimes not wider than the river bed itself, and leading up over the mountain spurs of the eastern side of the stream. The inland walking has already been described, and the present was no improvement on it in any particular. Occasionally the path would debouch into the river-bed wherever it was wide enough to give a mile or two of walking and wading, and then would strike over the mountain sides again. At places on the latter it would be very easy to lose the trail where they followed for long distances over great winrows and avalanches of broken bowlders and shattered stones varying in size from a person's head to the size of a small house. These grand barricades of bowlders, more often of crescentic shape across the course of some steep gulch or ravine, are of very recent origin, as shown by their often embedding willow and birch trees not over twenty to thirty or forty years old and still alive, half way up to their tops or 10 to 20 feet from their original stumps.

Although the distance to camp 5 was but a little over 10 miles, it was fully equal to 30 miles over an ordinary road, and consumed twelve hours in passing over it, the greater part of this time, however, being occupied in resting from the extreme fatigue incurred while traveling over short but severe stretches. The last few hundred yards was over snow banks, and with the pass through the coast mountains directly ahead of us covered with snow to our feet. This camp 5 is at what is known among the Indians traversing this pass as the "stone house," but is really only a jumbled mass of huge bowlders so thrown together that the natives can crawl under them and find sleeping places without being in contact with the snow.

Nothing could show the endurance of these Indians better than to state a fact that occurred after going into camp at this place. A mountain goat was seen on the highest ridges of the mountains to the west of the valley, some 2,000 to 2,500 feet above our position, and was immediately hunted by one of the Indian packers, who passed around him and came back upon his position, frightening him, however, before he could get a shot. He then chased the animal, almost keeping up with him, down into the valley where we camped, and up the steep mountain slopes of the eastern side, equally as high as those mentioned, and all this immediately after he had carried over a hundred pounds across the trail which has been described.

The greater portion of the Indians and white party were under way on June 11, shortly after 5 o'clock in the morning, and the pass through the mountains directly ahead at once essayed, and so steep and difficult was it that it was not before 10 o'clock that morning that we had reached the crest, 4,100 feet above the sea-level and probably 3,000 feet above camp 5, although the distance gained forward could not

have been much over 2 miles. It seemed marvelous beyond measure how these small Indians, not averaging, I believe, over 140 pounds each, could carry 100 pounds up such a precipitous mountain, alternately on steeply inclined glacial snow and treacherous rounded bowlders, where a misstep in many places could have hurled them hundreds of feet down the slope or precipices. The stunted branches of trailing vines and their roots, and even on their hands and knees, were often used in the steepest ascents. Many of them had rough alpenstocks cut in the Dayay Valley with which they steadied themselves in bad places, and on the snow covering the mountain sides trails were made by advance parties arranging footholds inclining inwards before essaying them with their packs.

I would state here for the information of the department commander that photographs taken by the dry-plate amateur process were secured at such places as were of interest and the time and method of transporting would allow. Mr. Homan, topographical assistant, acted as photographer. The plates, originally 5 by 8 inches, have been compelled to be trimmed down to the size submitted herewith, owing to some defect in the camera or lens in not extending the view fully to the edges

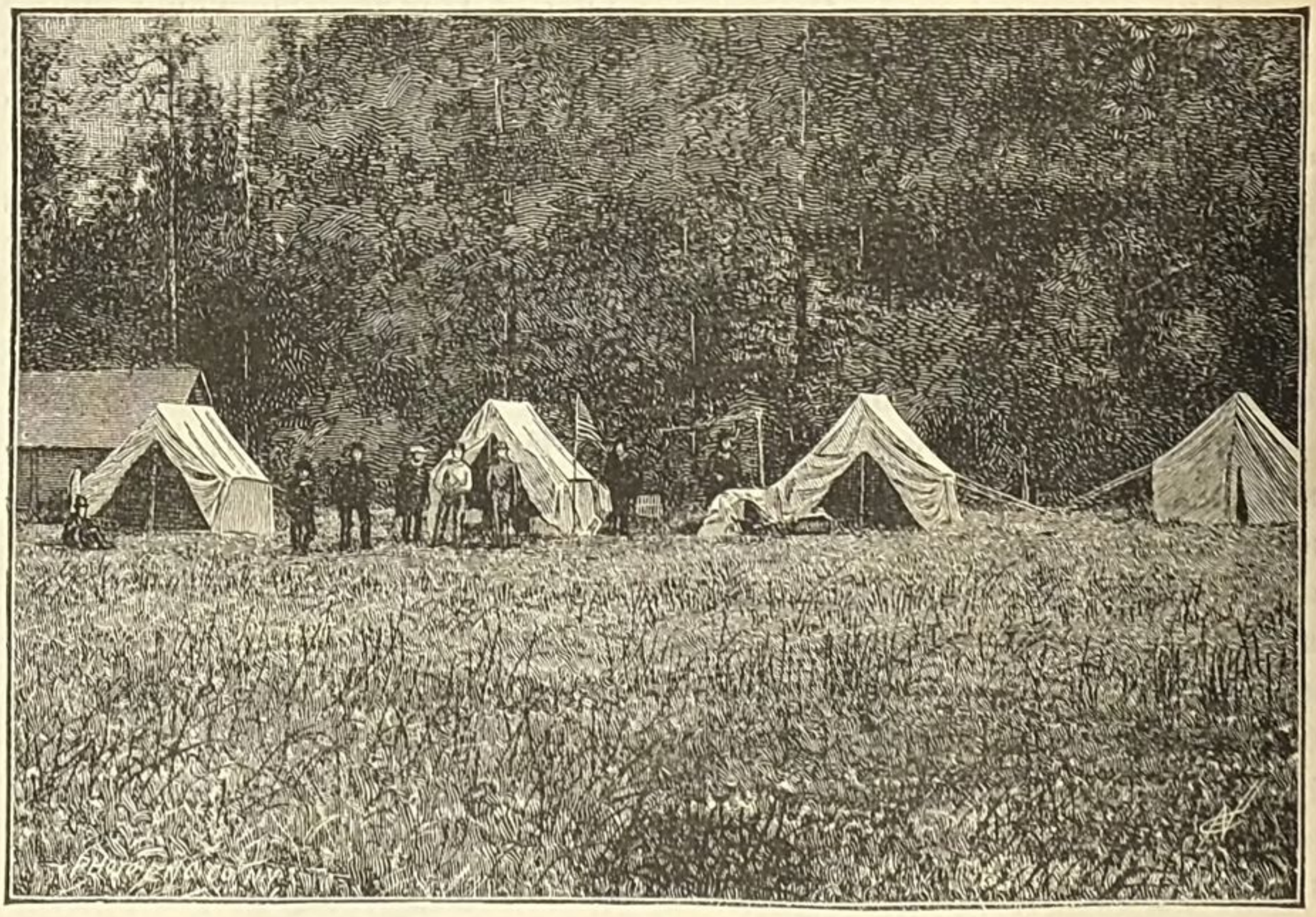


Fig. 4.

of the plate. Many of the plates are defective, as will be seen by inspection, and are only fit to be used by artists in securing accurate sketches of the country or incidents portrayed. I have since learned from a professional photographer, Mr. Davidson, of Portland, Oreg., who has developed my plates—forty-two in number—that considering the brand and reputation of the plates used, the cheap character of the pho-

tographic apparatus, and the rough nature of such an exploration, with its crude transportation, that the photographer deserves the greatest credit for doing so well under such circumstances. I would like to add that no expedition for obtaining information of any character should be sent to such an isolated and imperfectly understood country as Alaska without a photographic apparatus and accessories of the very best character, and with a good trained manager for the same if possible. The greatest good to be obtained is too evident for discussion.

Figure 4, given above, is a view of camp 1, at Chilkat Alaska, looking directly against the bold bluff back of the cannery of the Northwest Company.

After departing from Chilkat but two of the tents were used, or carried along, and a great deal of the heavier and less useful baggage left in charge of Mr. Carl Spuhn, at the cannery. Back of the center, between the two middle tents, can be seen a bank of snow (June 6, 1883), and in such protected places these can be seen the year round, even at the sea-level, and in positions well separated from glaciers, where they would be expected to be found.

Fig. 5 represents a view from same standpoint as No. 2, but looking northward up Dayay Valley. Below the mist and fog covering the glacier of the mountain can be seen a small finger of the Saussure glacier putting down a little farther than usual.

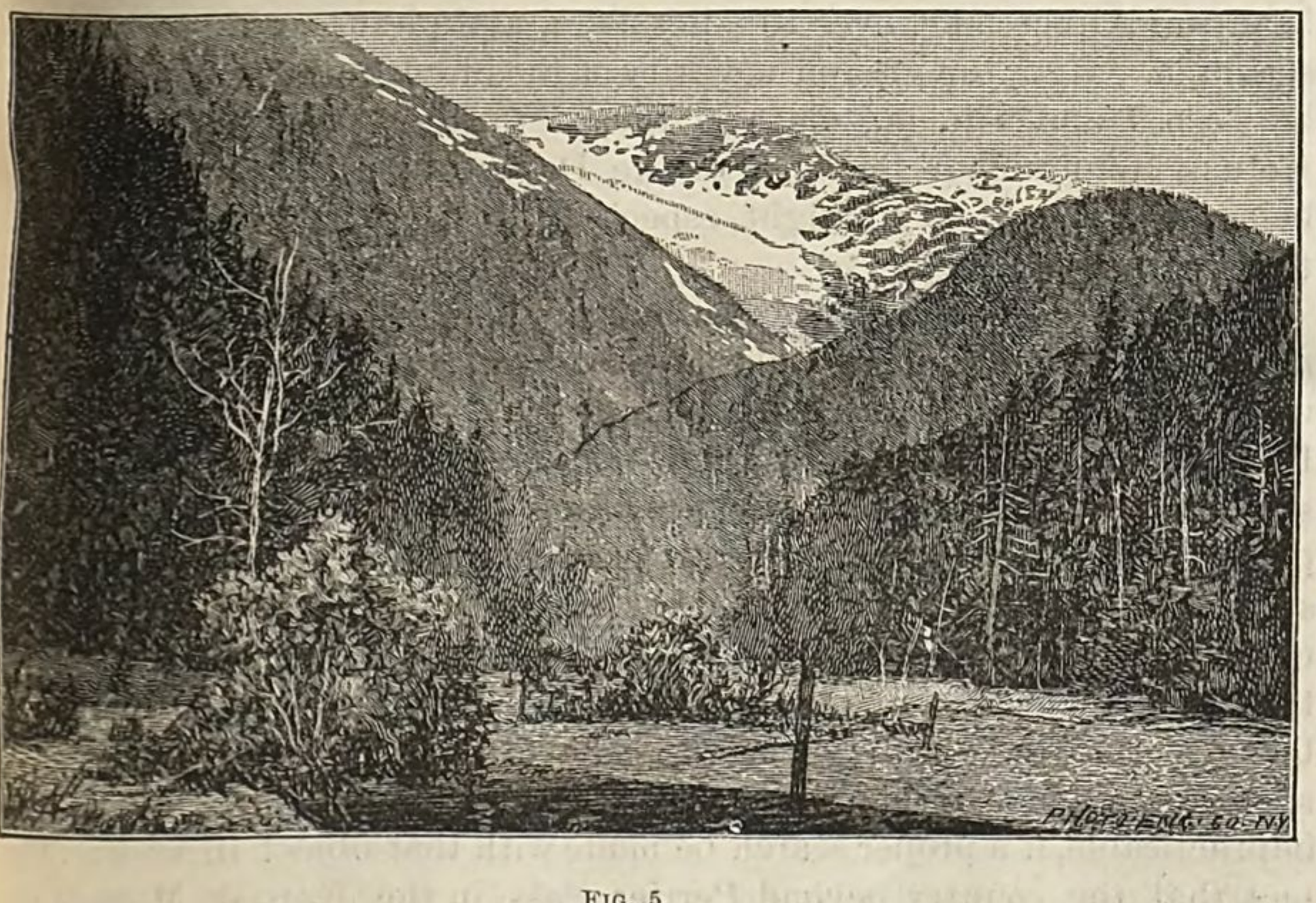


FIG. 5.

The packing over the pass (named Perrier Pass) was of the most severe Alpine character of climbing, supplemented by the immense loads already described.

After leaving the notch in the pass, the hills or mountains still tow-

ering from 1,000 to 2,000 feet on either side, as near as could be roughly estimated through the drifting fog, and buried in glacier ice, the descent for the first two-thirds of a mile is tolerably rapid on to a lake, possibly an extinct crater, which it closely resembles, called Crater Lake, of about 100 acres in extent, and which the Indians told me, and which surroundings corroborate, is the head of the Yukon River. This lake was still frozen over (June 11), and the ice covered with snow in a melting condition.

I noticed that day that the Indians in following a trail on snow up hill, or on a level, or even a slight descent always follow in each other's tracks as much as possible, so that my large packing train made a trail that could easily be accounted for by supposing that only five or six Indians had passed over it. When going down a steep descent, however, each one makes his own separate and distinct trail, and they scatter out over many yards. I thought this worth recording in estimating their numbers under such circumstances.

Some 6 to 8 miles of snow was passed over on the trail that day, the entire distance traveled being about 15 miles, reaching camp at 7 p. m., the distance being fully equal to 50 miles of walking on an ordinary road. In many places before reaching camp the snow bridge over the river had tumbled in, revealing perpendicular abutments of snow banks often 20 to 25 feet deep.

Camp 6, the first one on the waters of the Yukon River, was on a beautiful Alpine lake, over 10 miles long, and picturesque beyond description. Here the greater majority of the hired Indians were paid off between 7 and 9 p. m., many of them returning that night over the Kotusk Mountains to the head of the Dayay at "the stone houses," it being light enough at midnight, especially on the white snow, to see the trail perfectly.

It might be of importance in a military sense to know if a Government pack-train of mules could pass over the trail from head of canoe navigation on the Dayay River, or even the mouth of that stream to Lake Lindeman. As the trail now stands, or as we passed over it, I should say not; but believe one could be possibly found by a competent person inspecting this route for that particular purpose. As far as "the stone houses" a rough trail could be had by woodmen clearing it at needed intervals. From "the stone houses" to Lake Lindeman the trail would depend more on the time of year than any other function, it being better in winter when the snow would be harder than the spring or summer, although in these seasons I do not look on a trail as impracticable, if a proper search be made with that object in view. The fact that the country beyond Perrier Pass, in the Kotusk Mountains, lies in British territory (as shown by our astronomical observations and other geographical determinations when brought back and worked out) lessens the interest of this trail beyond the pass to the military authorities of our Government.

On Lake Lindeman there were a couple of very dilapidated "dug out" canoes, and the Tahk-heesh or "Stick" Indians owning them representing that the lake was but a few miles in length, in fact just around Cape Koldewey, of the map, and that they could transport all my goods in two days, I accepted their offer, knowing that the draining river of Lake Lindeman was full of rocks, rapids, and cascades, which a raft, my proposed method of navigation, would not pass according to their testimony, and not desiring to build two within such a short distance. A continuous gale of several days from the south effectually put a stop to their contract, the consequent waves on the lake being sufficient to swamp them should they venture in such rough water. Accordingly, the 13th of June, about noon, the party commenced building the raft, which was finished the next evening, on a plan of 15 by 30 feet, and one deck of pine poles amidships, Mr. Homan deserving considerable credit for its plan and superinteuding its construction, all the white men doing well, and the Indians as good as could be expected from their well known aversion to monotonous work of routine character.

The morning of the 15th of June the raft was tested by eleven persons of the party on its deck and found to be inadequate for carrying all the effects and party, owing to the small logs of dwarf spruce and contorted pine with which the builders had been constrained to construct it. About half the effects were placed on board, and three of the white party put in charge, a wall-tent spread for a sail, and at 9.20 a. m. she was cast loose to sail the length of the lake, which she did by 3.15 in the afternoon, so strong was the wind blowing. Although waves fully 2 feet high were running, so well were the effects protected by canvas above and below, and so high was the pole deck, that nothing was injured by the water that constantly broke across the raft. Mr. Homan, Mr. McIntosh, and Corporal Shircliff had been in charge of her during this day. The remainder of the party walked overland by the eastern shore, the journey being very fatiguing, although a pack-train trail could be made here with a little work in shape of woodcraft. The remainder of the effects were brought by canoes in the hands of my own Indians.

I might add here that from the Kotusk Mountains, along the part of the Yukon River we traveled, as far as its junction with the Pelly, or at old Fort Selkirk, there is but one tribe of Indians, the Tahk-heesh or "Sticks," and these are described in their proper places. Therefore that much of the journey, nearly 500 miles, if described, would be of more value to geography than the military, and I shall try and confine myself to that part of this section which will illustrate my raft journey, that being important in this country as a means of transportation, the swiftness of the rivers and their general freedom from obstructions being conducive to the employment of this primitive craft in traveling in one way.

A view on Lake Lindeman, looking backward from Payer Portage, or southward towards the Kotusk Mountains, the higher ridges of which,

covered with glacier ice, have condensed a fog upon their slopes so as to be invisible. About half the length of the lake is visible. The draining river is to the right lower corner of the picture.

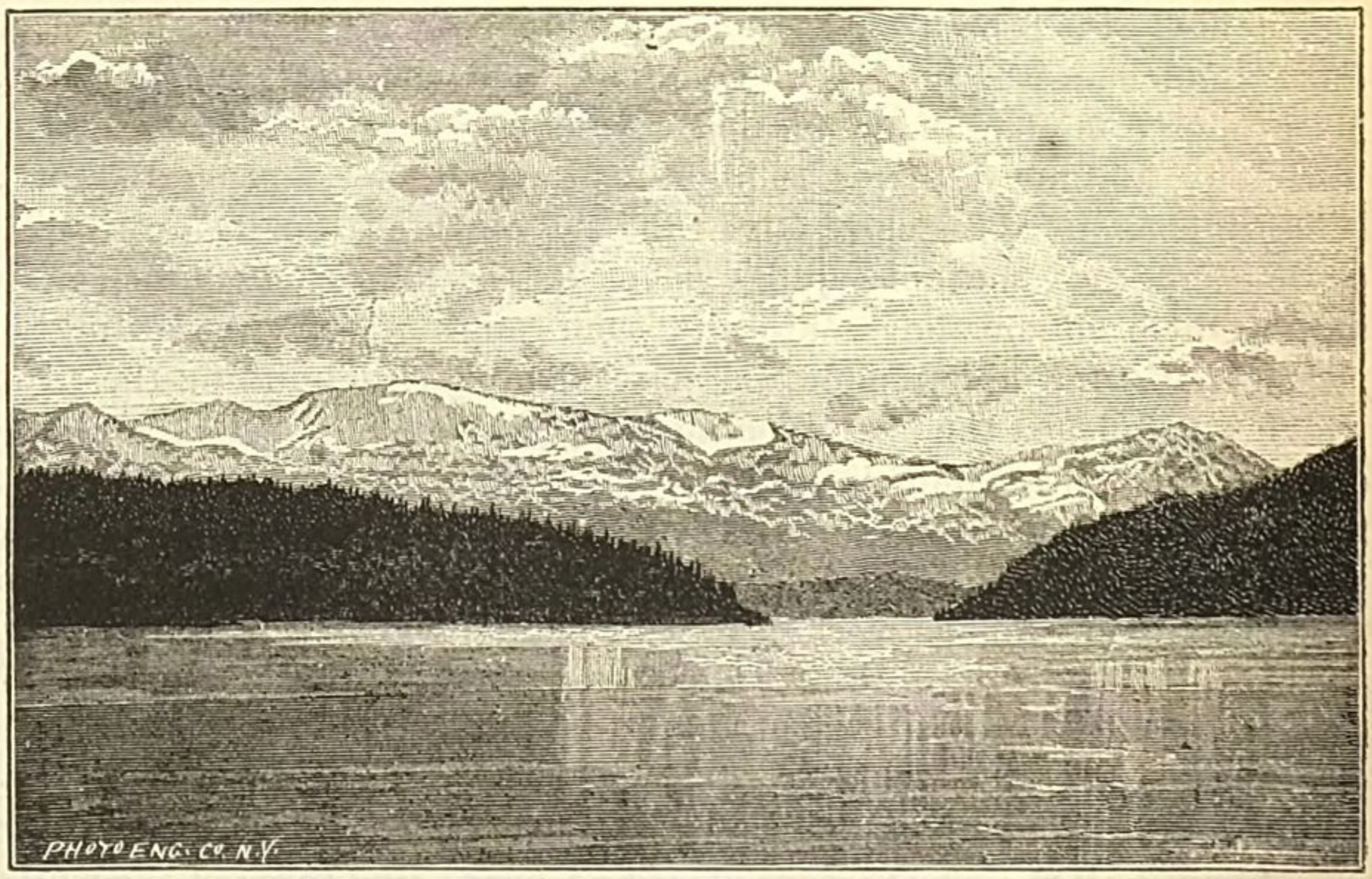


FIG 6.

Through the river that drains Lake Lindeman, about a mile and a quarter long, before it empties into another lake, we shot the raft, June 16, losing the side logs and giving it a general shaking up that

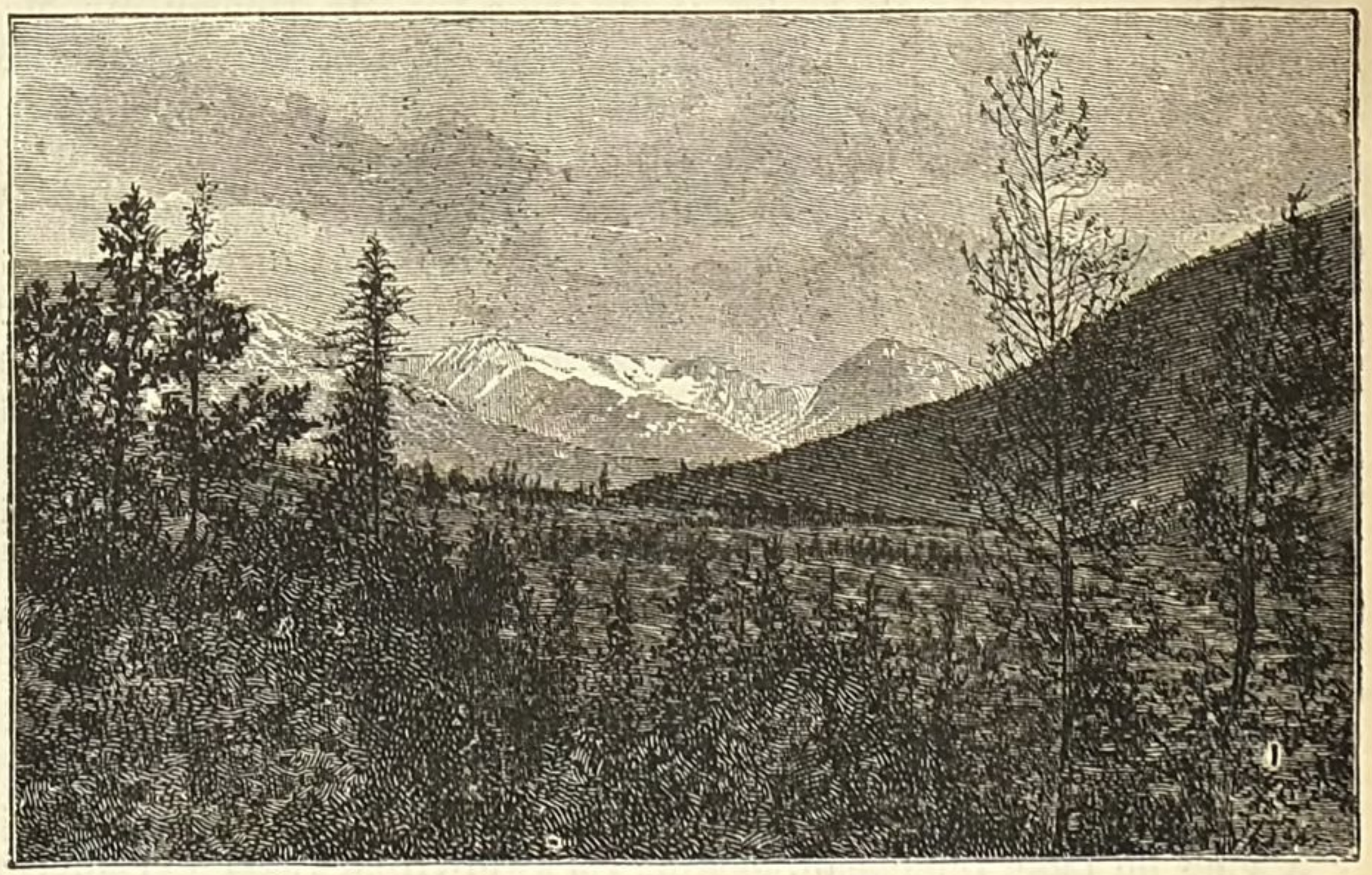


FIG. 7.

loosened many of the pins and lashings, in the rapids, cascades, and over the rocks and bowlders, on one of which it stuck and had to be pried off.

The next two days were consumed in repairing the raft on a plan of 15 by 40 feet (really about 16 by 42, counting projections not included in plan) instead of 15 by 30 feet as formerly, while two pole decks were constructed with a rowing space between for side oars, the bow and stern oars being retained, however; larger and more bouyant logs were placed in, but unfortunately none could be secured of sufficient size to go the whole length of the craft and give it that solidity which would be so much desired in striking sand, gravel, and mud bars, or water-logged timber in swift currents, or sailing across lakes in rough weather.

The portage connecting the two lakes was called Payer Portage, and Fig. 7 is a view looking from this portage westward into a valley of a river (Homan River) coming in from that direction, and is given as a good representation of the valleys in this particular part of the country.

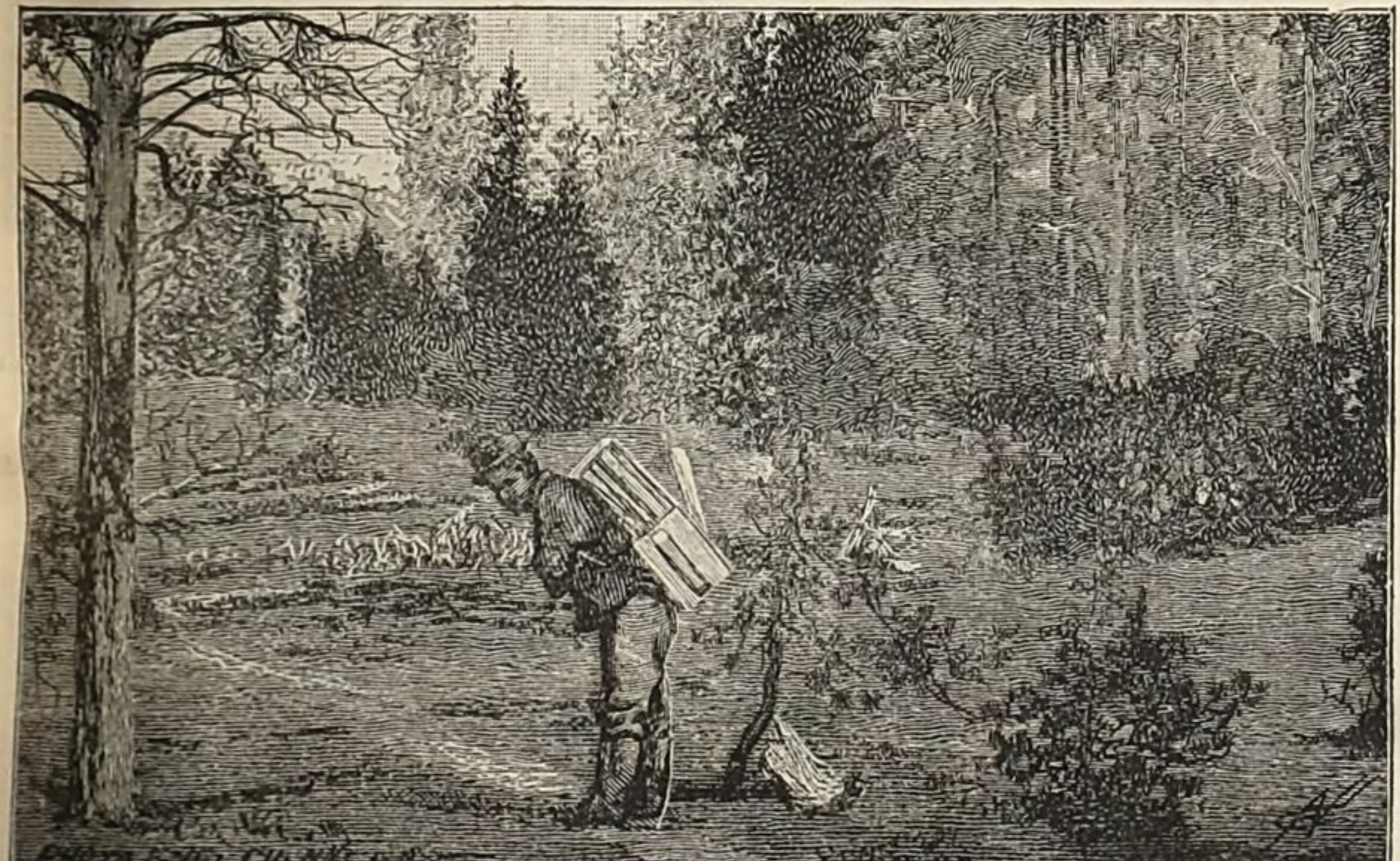


FIG. 8.

Fig. 8 is a view on Payer Portage (looking north along the trail) and represents a Chilkat Indian with two ammunition boxes going over the portage. The amount some of these packers will carry seems marvelous and makes estimates for pack mules or trails therefor seem superfluous. Their only packing gear is a couple of bands, one passing over the forehead, where it is flattened out into a broad strip, and the other over the arms and across the breast; the two meet behind on a level with the shoulder, and are there attached to lashings more or less intricate, according to the nature of the material to be transported. If a box or

stiff bag, the breast-band is so arranged in regard to length that when the elbow is placed against it (the box) the strip fits tightly over the extended forearm across the palm of the hand bent backwards. The head-band is then the width of the hand beyond this. At least I saw a few Indians arranging their packs and their harness according to this mode. The harness proper will not weigh over a pound, and the lashing according to its length. The strip across the head and breast is of untanned deer-skin about 2 inches wide, with holes or slits in the ends protected from tearing out by spindles of bone or ivory.

Mosquitoes now commenced getting very numerous, and from here to the mouth of the river they may be said to have been the worst discomfort the party was called on to endure. They often made many investigations, usually carried on in explorations, impossible of execution, and will be the great bane to this country should the mineral discoveries or fisheries ever attempt to colonize it. I have never seen their equal for steady and constant irritation in any part of the United States, the swamps of New Jersey and the sand hills of Nebraska not excepted. It was only when the wind was blowing and well out on a lake or wide portion of the river that their abominable torment ceased.

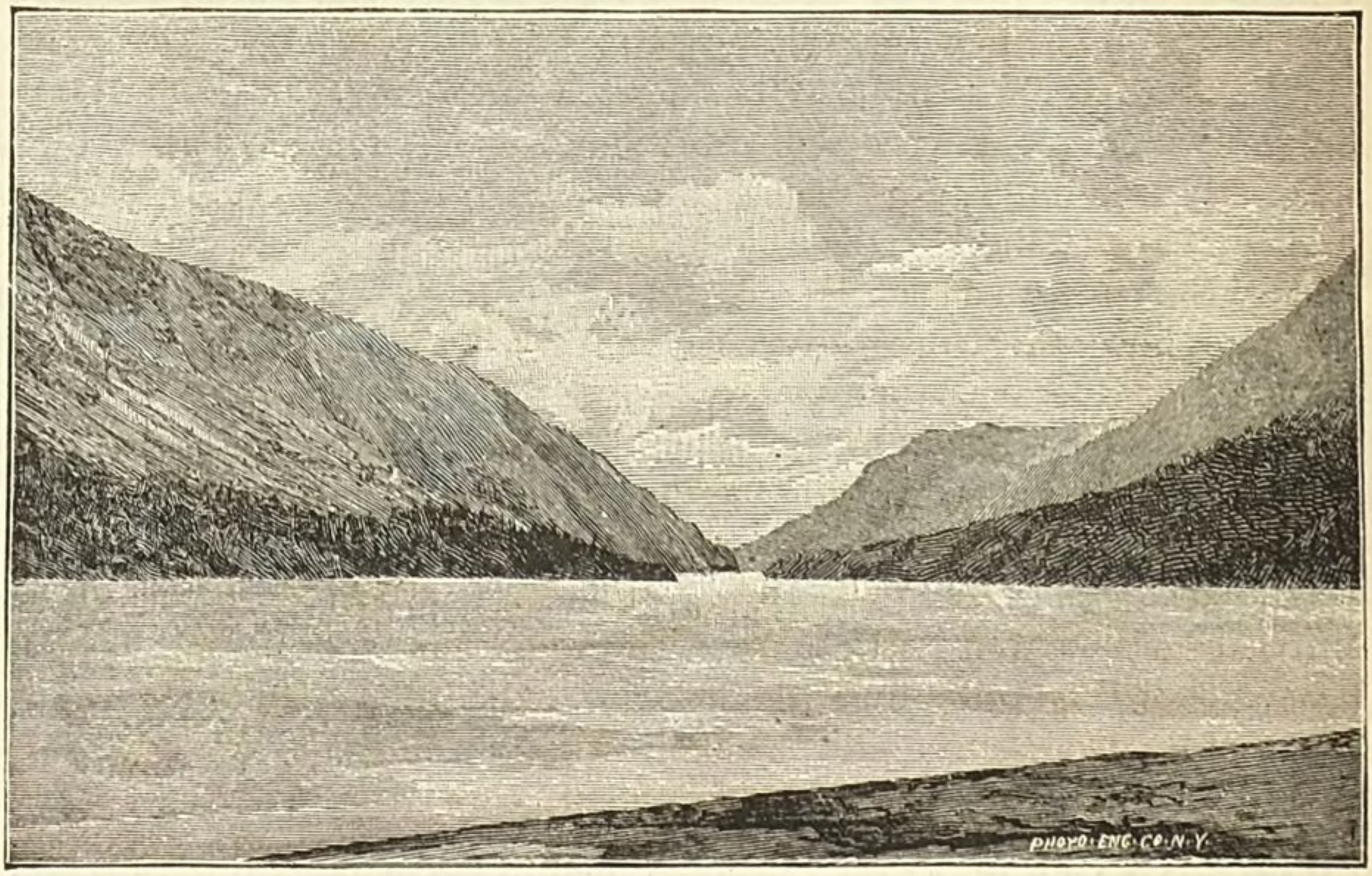


Fig. 9.

Fig. 9 is a view from the northern end of Payer Portage northward into the second lake, named Lake Bennett, about one-sixth or one-seventh of the length of the lake being seen, it being about 30 miles long. The draining river from Lake Lindeman comes in on the lower left portion of the view. The "Iron Capped Mountains" on the right being covered with glaciers are hidden in the mist these always pro-

duce this time of the year, especially a day that would be favorable for taking a photograph.

On the 19th of June, with a favorable wind along Lake Bennett, we started from Payer Portage at 9.20 a. m., and by 3 in the afternoon the wind had increased to a gale, and by 5 the waves were running so high that the raft threatened to break in two, there being no logs running clear through the whole length, and at that time we sailed for the beach on the eastern side and finding a protected cove went into camp. There being a number of large logs at this place the next day was spent in putting four of them the length of the raft, and the 21st the journey was resumed. Eighteen miles from the head of the lake a large river comes into Lake Bennett from the west, which I named Wheaton River, after Brevet Major-General Wheaton, in temporary command of the department when the reconnaissance was organized, and to whom the expedition is indebted for many favors in putting it on a good footing for the accomplishment of its ends.

Lake Bennett was ended that day, the 21st, through a draining river called "Caribou Crossing" by the Indians, nearly 2 miles long, which empties into a small lake named Lake Nares, a little over 3 miles long. This lake turns square to the east, and the steady south wind was now so baffling on our new course that progress was very slow and annoying. After passing through the short draining river of Lake Nares, probably a couple of hundred yards long, another lake (Bore) 8 miles long, still trending toward the east, is entered, and around its eastern limiting cape (Point Perthes) Lake Tahk-o is entered, 18 miles long, and by the time its outlet is reached the northern course is resumed. My map shows the Tahk-o River coming in from the south, and to this part of that river a white man (Mr. Byrnes) has explored, although the remainder of the Yukon to Fort Selkirk is placed in full lines (the topographical significance of which is that it has been passed over by explorers engaged in map-making) on many maps, notably the latest Coast Survey map by W. H. Dall, and a map in the same author's book entitled "Alaska and its Resources," although no white person has yet passed over this route until the present expedition and taken cognizance of its geography. All Alaska is filled up in this way with rivers and their branches, even on Government maps, that have yet to be traversed by white men in any capacity, let alone topography and survey. Probably the parlor authors of these maps think they are doing no more harm than giving way to a too eager desire of "making out a full map;" but in this connection I desire to state briefly an incident that will show this in another light: A party of miners being on this river, and discouraged at the prospects, had almost determined on returning, and one person, relying on the maps in their possession, had equally determined to go on, as the chart showed three or four Indian villages on the river, and by taking advantage of these he thought he could reach old Fort Selkirk, and from thence prospect at

will. The party did not return, however, but on continuing their journey they found no relevancy between the map and the country traversed; and the single person referred to particularly noticed the absence of all Indian villages, and, worse than all, of all Indians even, and had he continued his journey alone, would more than likely have perished, or at the very least have undergone severe and unexpected hardships.

On the 26th of June, in passing out of Lake Tahk-o, we entered the first considerable stretch of river we had met—a little over 9 miles long—and were nearly three hours in floating through, although we remained stuck a short time on a mud flat in its current. Its down-stream entrance is full of bowlders, forming a serious obstruction to navigation, but one that is possible with care and judgment. It is about 300 to 400 yards wide. On its right bank was a deserted Tahk-heesh house, which, with one about 20 miles above the site of Fort Selkirk, are the only signs of permanent habitations from the Kotusk Range to the Yukon junction with the Pelly. Along the narrow river bank or lake shore between these two points are often seen three poles forming a tripod—one of them much longer than the other two—which indicates the camping places of the few persons of this abject tribe. A dirty piece of canvas, or an old caribu skin riddled with holes, thrown over the longer pole, makes their tent, and this makes their residence for the greater part of the year.

The next lake, which I named Lake Marsh, after Professor Marsh of Yale College, is nearly 30 miles long, noticeably wider than any of the previous ones, and so full of mud banks extending out from the shore

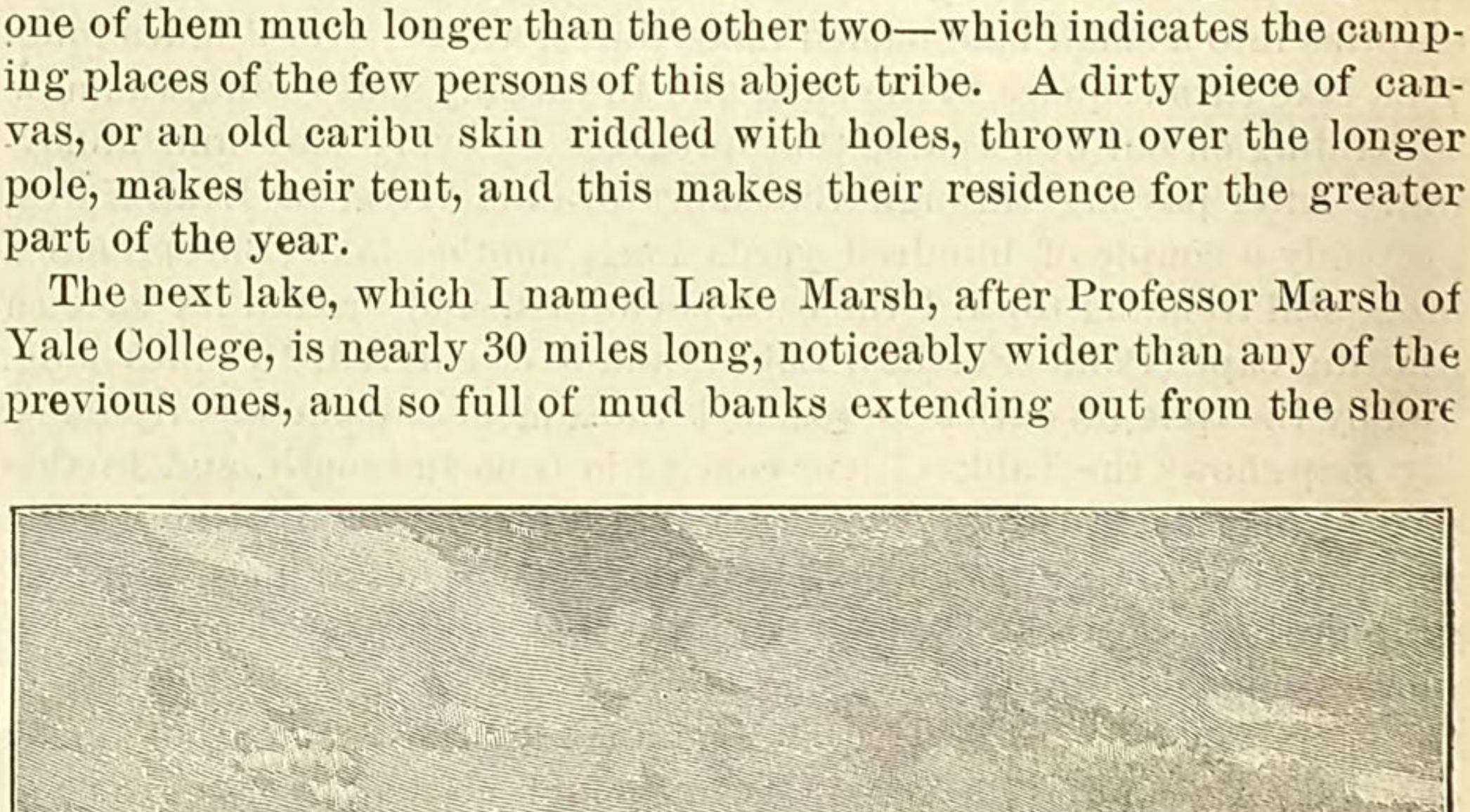


FIG. 10

that the raft which drew from 20 to 22 inches could seldom get nearer the beach than 50 to 100 yards and through the soft mud for that distance the camping effects had to be packed on our backs at each of such places.

Fig. 10 represents a limited view on Lake Marsh looking to the southwest from camp 14 of the reconnaissance. Directly over the point of land in the right of the picture is seen the gap where the Yukon empties into Lake Bove, and the next gap over the left center is the one made by the Tahk-o coming in from the south.



FIG. 11.

Fig. 11 is a view looking north along the same lake from the same stand point, about one-fifth the length of the lake being under the eye in the two photographs.

Thus far it had been noticed that the trees leaned in more or less conspicuous inclinations towards the north, thus plainly showing the prevailing direction of the stronger winds, and this is of importance in calculations leading to expeditions down this part of the river in any sort of craft needing sails for propulsion.

The heavy growth of last year's grass shows undoubtedly good grazing, but the mosquitoes in the summer and the intense cold in the winter would not warrant this industry—cattle or sheep-raising—being undertaken in this part of the country until all stock ranges in every other part of the world had been exhausted. The many tracts of yellow grass looked not unlike the stubble-fields in more temperate climates.

The afternoon of the 28th of June, from 12.15 until 2.15 o'clock, we experienced a very decided thunder shower coming from the east, and

which is the first, I believe, ever chronicled on the Yucon River, they being unknown on the lower part of this great stream.

That date, the 28th, we sailed past midnight, so important did we deem it to take advantage of every breath of wind in the right direction, especially on the lakes, and at that hour of the night we were close enough to the Arctic Circle to read type the size of ordinary newspapers, and but one star, Venus, was visible in the unclouded sky.

The 29th of June we passed out of Lake Marsh into the river, past the mouth of a river, the McClintock, that we took to be the outlet. The river valley was now wooded to the water's edge, and it was often hard work to find a good camping place in the dense growth of willows that lined the bank. Muskrats were numerous in this part of the river.

Early in the morning of July 1st, we approached the great rapids of the Yucon and the only ones of importance in the navigable part of that great stream.

An inspection of them showed them to be nearly five miles long and extremely dangerous for any sort of a craft in going through them. The first three-quarters of a mile the stream narrowed to nearly one-tenth its preceding average width, rushes and boils through a cañon with upright basaltic columns for its sides, the center of this cañon, in its length, widening into a whirlpool basin where the water's edge could be reached on the western shore.

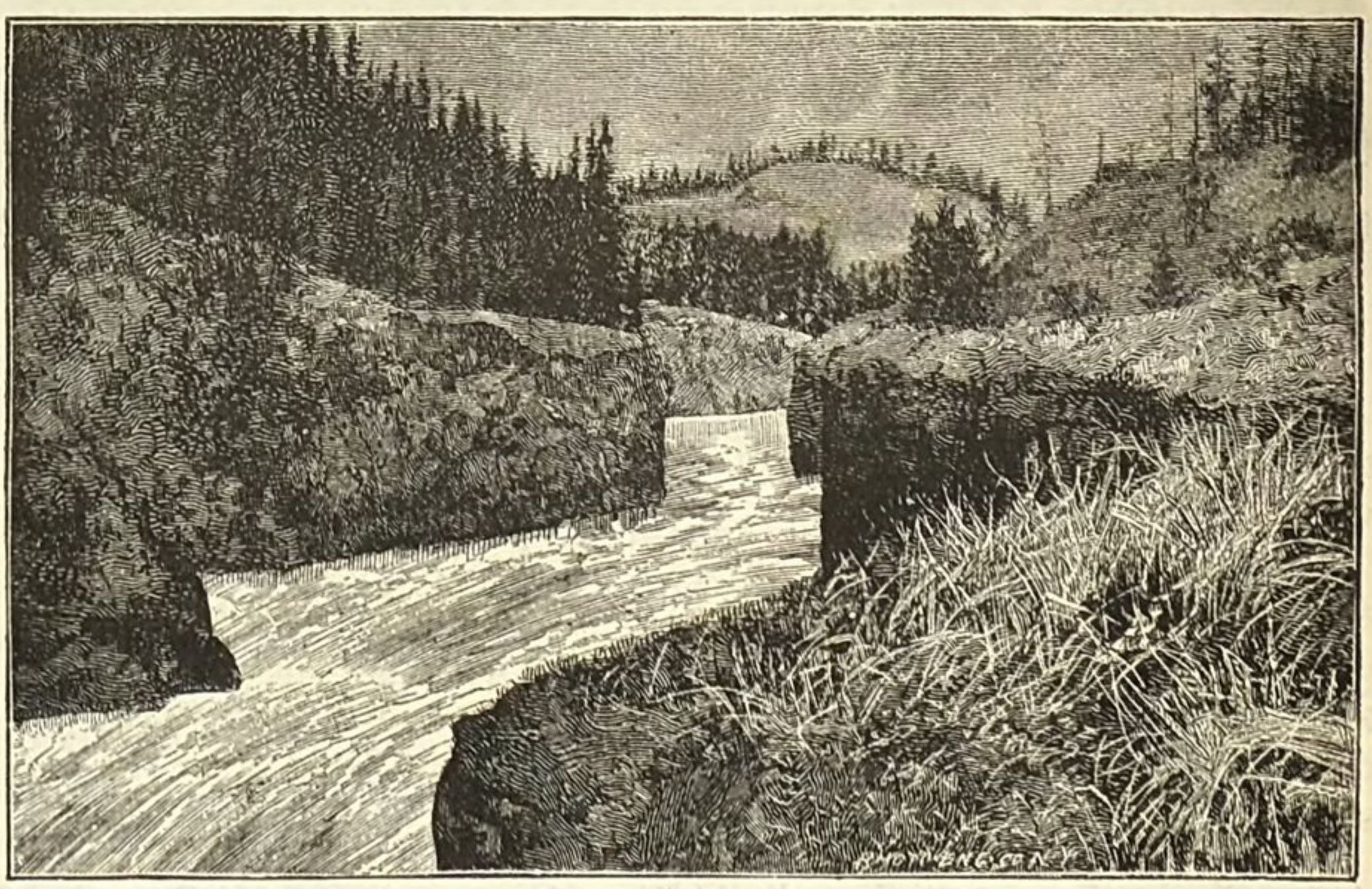


FIG. 12.

Fig. 12 is a view from the mouth of the cañon, about one third the length of it. It then widens out into nearly its original breadth, but running swiftly over shoals, bars, and drifts of watter-logged timber much more dangerous than the cañon itself for any sort of a navigable

craft, though probably not so in appearance. I named this cañon (the only one on the Yukon River) and its appended rapids after the department commander, and it so appears on the maps submitted. Just before the rapids reach their termination the river-bed again contracts and flows through basaltic columns from 15 to 20 feet high, and finally rushes through a narrow cascade with ascending banks, and so swift is the current and so narrow the chute that the water is forced up the banks on the sides and pours in sheets over these into the cascades below, making a perfect funnel formidable to behold.



FIG. 13.

Fig. 13 is a very imperfect photograph looking back (southward) at these cascades, an instantaneous view having been undertaken during very unfavorable weather.

Through the Miles' Cañon and Rapids the raft was "shot" July 2, and although the side-logs were torn off in a collision with the basaltic columns of the cañon, no further damage was done, and she was beached about half a mile below the cascades where a couple of days were occupied in repairing the injury and putting on new decks from the fine, straight, and seasoned poles found in the vicinity.

Fine grayling were caught in large numbers in all the rapids near the cañon, and a considerable sized party could subsist on them if provided with proper tackle for securing them.

On the 5th of July we got under way again, and a little after noon passed the mouth of the Tahk-heen-a, a stream about two-thirds the size of the Yukon, where they join. By it the Chilkats used to seek the Tahk-heesh country for trading purposes as already narrated, and

yet return by it at times, as they say it is not obstructed by any rapids or cascades of considerable size, or that will compare with those of Miles' Cañon. Its waters were very muddy, and while evidently smaller than the Yukon, the general characteristics of the valley of the Tahk-heen-a are continued on down the former stream. That evening, on the 5th, we camped on the head of the last lake (about 36 or 37 miles long), called Kluk-tas-si by the natives, and this name is still retained on the maps, although there is a lake called Labarge on Dall's maps, above old Fort Selkirk, which I cannot identify by any of his topography, it being generally so erroneous. Except being a little larger in size, it resembles Lake Marsh, already described. Its eastern bank or shore is backed by large rolling and conspicuous rounded hills of gray limestone, the gullies between being wooded with spruce or pine, and forming a picturesque contrast with the light-colored hills. I named them after General Hancock of the Army.

On the 9th we passed out of Kluk-tas si, and when I desired to camp that evening I found the current so swift and the river so uniformly wide and canal-like that no eddy could be found to slacken the gait, and it was with difficulty that we secured the raft to the shore. In this part of the river we usually grounded once or twice a day on sand, mud, or gravel bars, and I think I have given them in the inverse order of the difficulty experienced in getting off them, sand being the worst and gravel the easiest from which the raft can be liberated. That day, the 9th, we passed the mouth of the Newberry River, coming in from the right (east), about 125 yards wide at its mouth, and flowing a deep volume of clear but dark colored water, evidently drainings from tundra land, or land in which the lower strata of winter-formed ice in the moist earth does not melt owing to its protection by the dense forests and deep moss, and consequently the water is surface-drained directly into the rivers and their tributaries after having been impregnated with the dyes of the leaves and moss, which would have been lost could they have percolated through earth. A large grizzly or grizzly-colored brown bear was seen on the bluff marked with that name on the map, but we were unable to secure him.

Nearly 40 miles farther on another large river, the D'Abbadie, comes in from the east, and probably 150 to 175 yards wide at its mouth.

Another 40 miles and the Daly River, a little over 100 yards wide, comes in from the east.

Fifty miles beyond the Daly the Nördenskiold comes in from the west, and is probably 150 yards wide at its mouth.

With the accession of all these rivers the Yukon becomes over half a mile wide, and near the Nördenskiold becomes very tortuous, Tantalus Butte of the map being seen directly ahead of the raft some six or seven times on as many different stretches of the river. Islands also become freely interspersed in its bed, and their up-stream ends are often piled over with drift timber of all sorts in barricades from 5 or 10 to 20 feet high.

On the 12th of July we "shot" the last rapids of importance on the Yukon River (the Rink Rapids), and although the river is very much contracted at their site and pours in several channels through towers

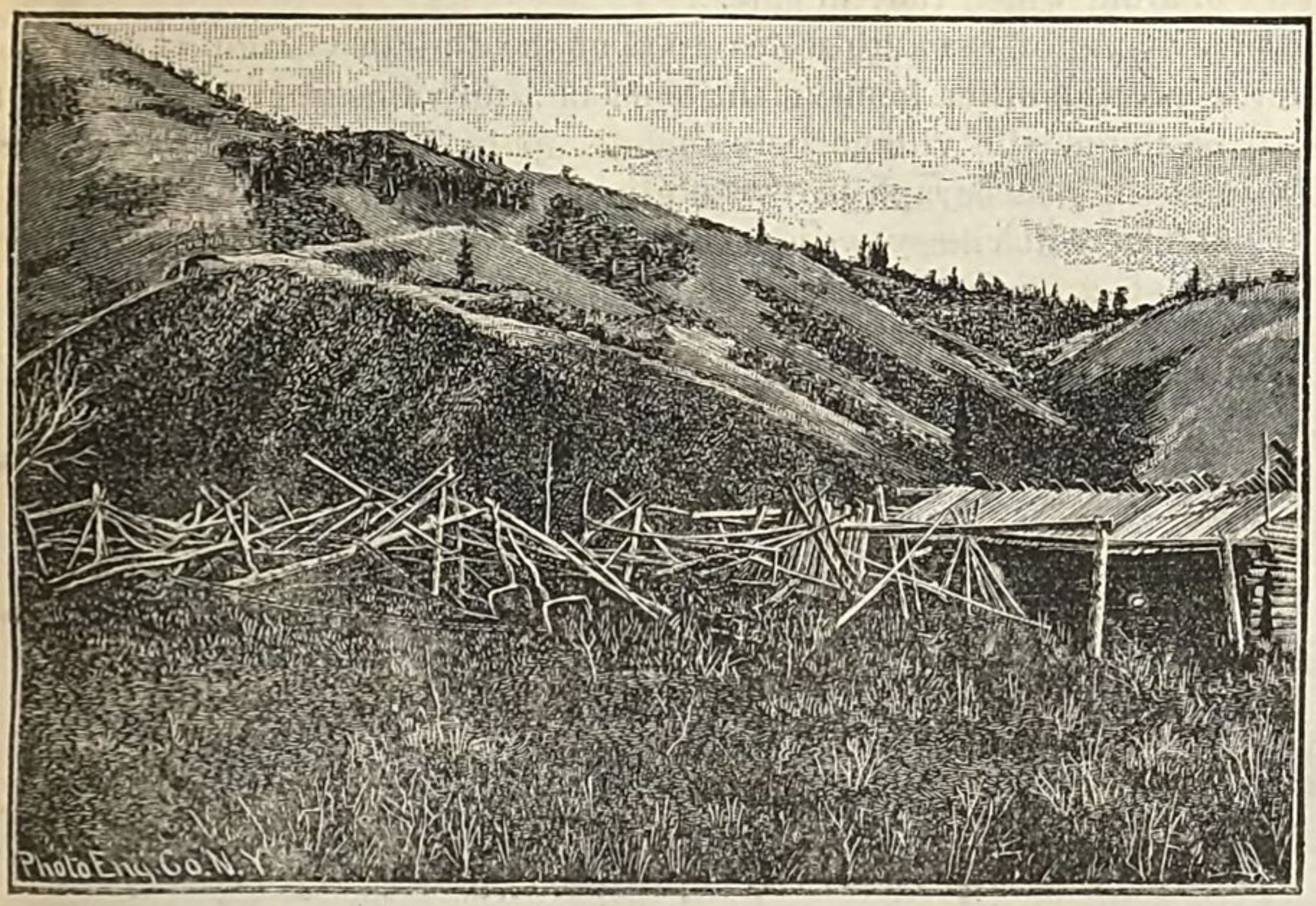


FIG. 14.

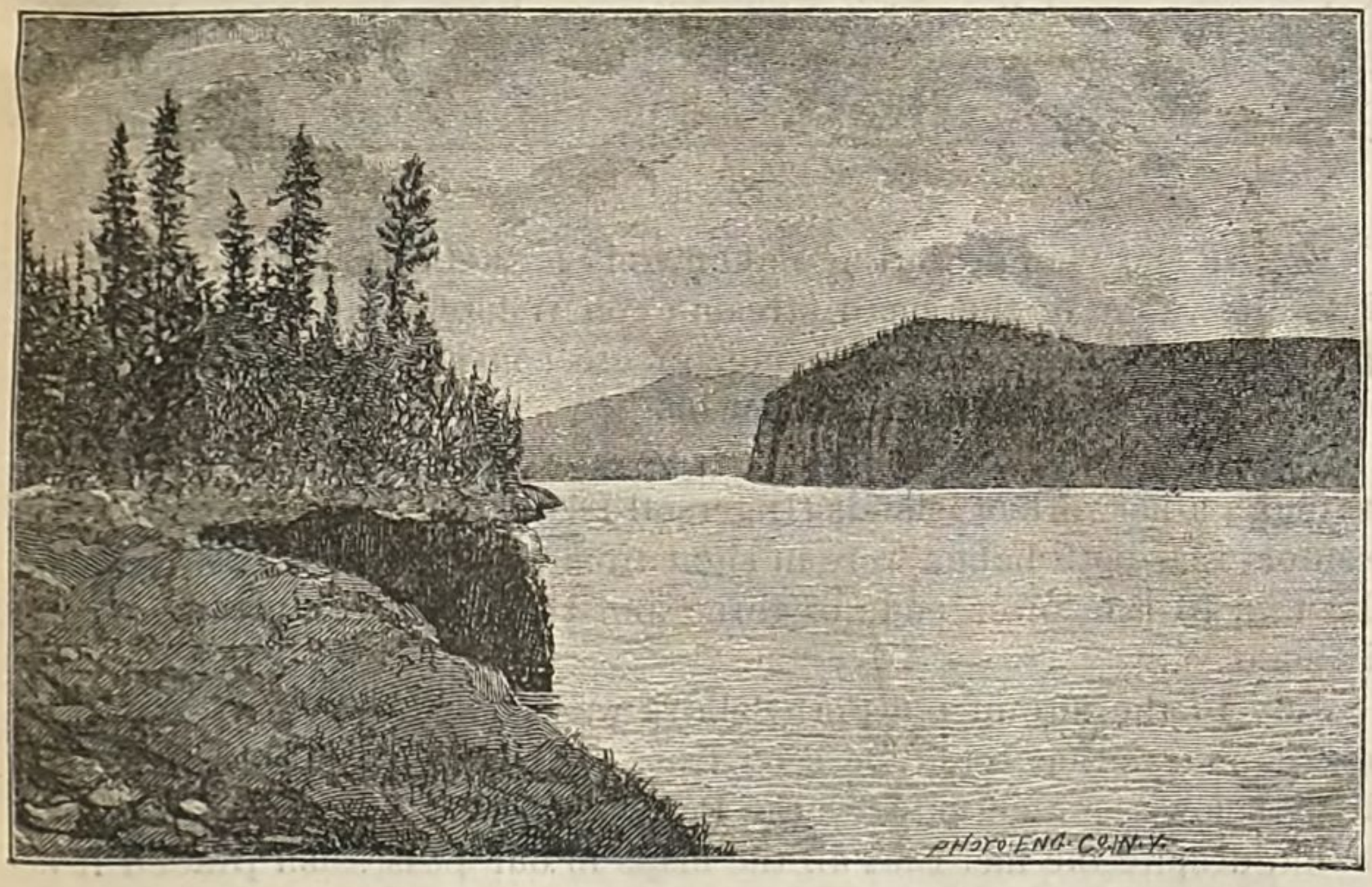


FIG. 15.

of rock, I think the eastern channel could be ascended by a light-draught steamboat with a powerful steam windlass, so favorable is the bank on this side of the stream, just above the rapids, for such an un-

dertaking. If Rink Rapids can be ascended then the cascades in Miles' Rapids is the head of navigation on the Yukon, making this river navigable 1,866 miles from the Aphoon mouth, the only one that boats now enter or from which they depart.

The evening of the 12th we camped at the Indian village of Kitl-ah-gon, where the other house mentioned in a previous part of the report is to be found, the village being made up by brush-wood houses, as shown in the photograph herewith given as Fig. 14.

The house and village were deserted when we visited it.

Fig. 15 is a view looking up the Yukon from Kitl-ah-gon.

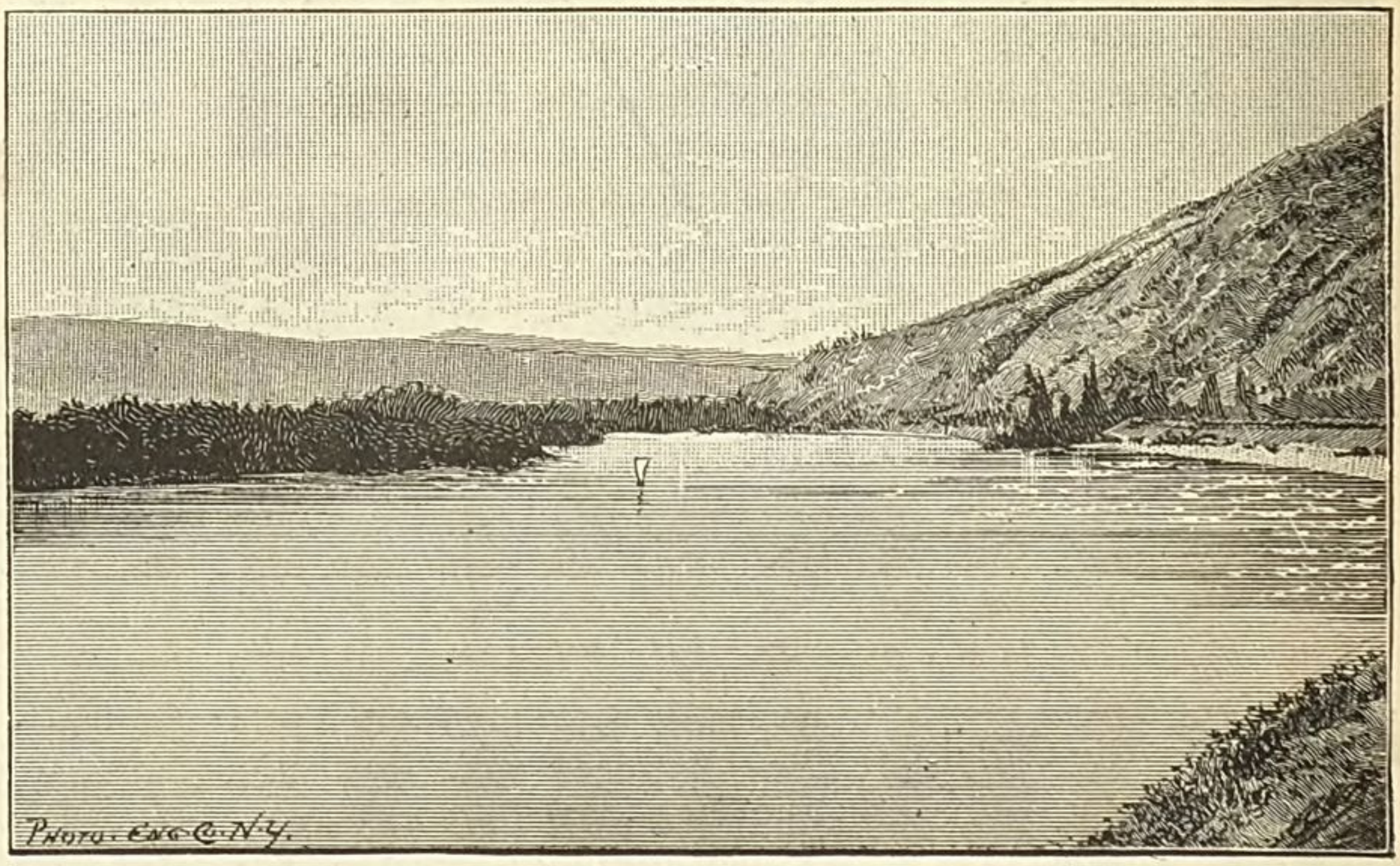


FIG. 16.

Fig. 16 is a view down the Yukon from Kitl-ah-gon. The view back into the valley of the small stream (Von Wilczek Valley) is also very picturesque and pretty, and is much more conspicuous than the valley of the Pelly some 20 miles farther on.

From Kitl ah-gon to the site of old Fort Selkirk the Yukon runs through a network of islands (Ingersoll Islands), so intricate that it was seldom that both banks were in sight from the raft at the same time In Fig. 16 the lower ends of three and the center of one beyond are in sight.

July 13 the site of old Fort Selkirk was made out by the conspicuous chimneys that could be seen from the raft on the river, being a little below the junction with the Pelly and on the western or left-hand bank, despite the fact that all the maps in our possession placed it between the two rivers.

The fate of Fort Selkirk, a Hudson Bay trading post, has already been alluded to—burnt in 1851 by a party of Chilkat Indians because it interfered with their trade with the Tahk-heesh and other Indians. It has never been rebuilt, and its chimneys, three in number, are all

that is left to mark the spot, and these are buried in a poplar grove that almost overtops them.

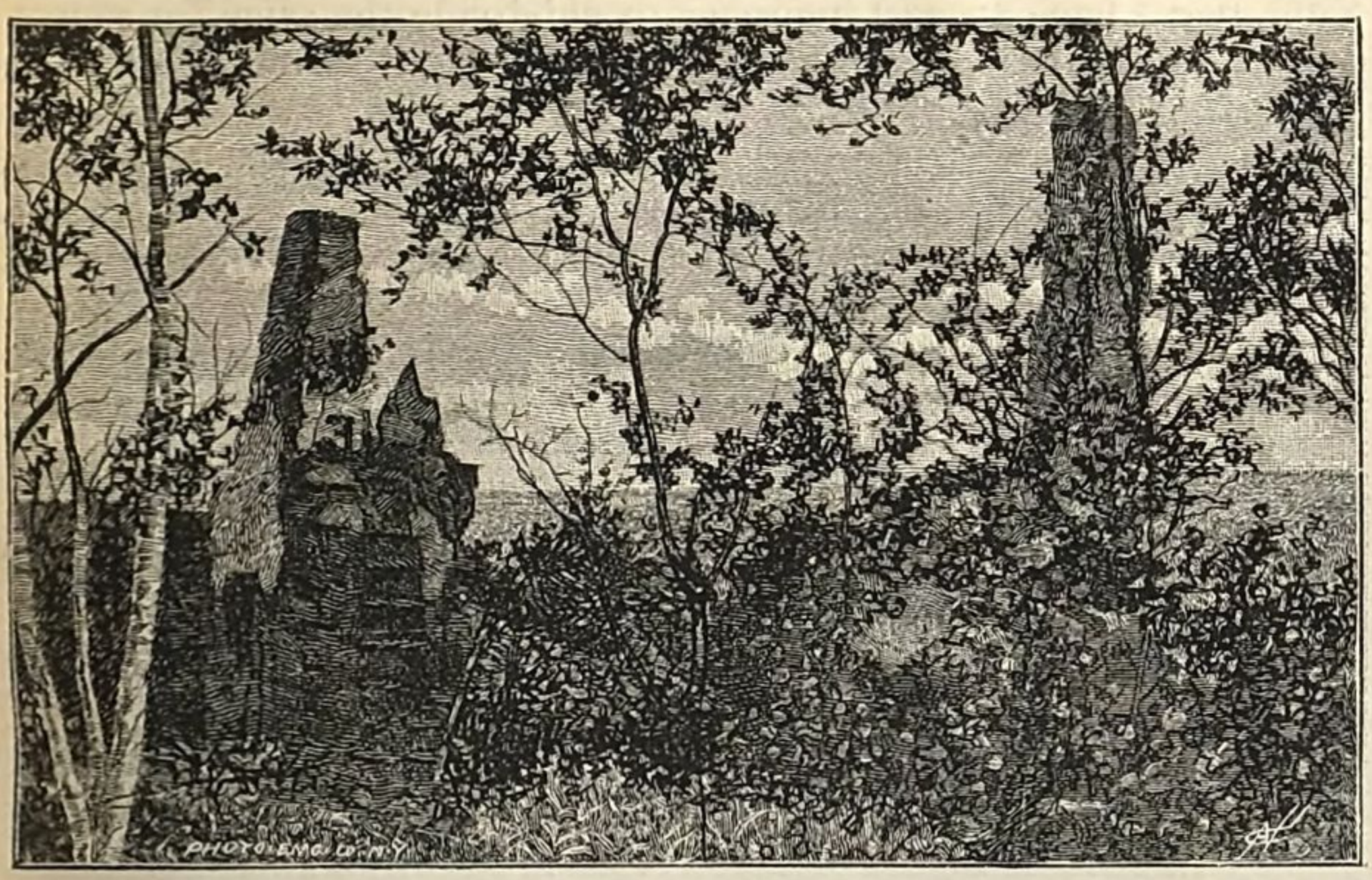


FIG. 17.

We remained near the site of the old fort until shortly after noon of the 15th, getting astronomical observations, which placed this site in latitude 62° 45′ 30″ N. and longitude 137° 22′ 45″ W. of Greenwich.

I had also determined to make close estimates on the relative sizes of the Pelly coming in near this point from the east and the river down which we had just descended, and which was called the Lewis River by the old Hudson Bay traders, to see which was the Yukon proper, although a short inspection made it evident that no close measurements were needed, the Lewis River preponderating over the Pelly in width and volume of water, noticeably to the eye.

This position on my map is very important, although in a manner partially outside of my instructions, in that it marks the point where my explorations cease, and from the spot near Lake Lindeman where Dr. Krause turned back on his trail to old Fort Selkirk, a distance of nearly 500 miles. Geographical science is under obligations to this reconnaissance, for mapping a region worse than unknown, worse in that a region, improperly mapped by guesswork and other equally unreliable data, is as much worse than no map than no map is worse than a good one. I feel confident that these charts, submitted as a part of my report, although in no way claiming perfection, will render unnecessary any more minute surveys until some industry may open up this section, should that event ever come to pass. Fisheries and minerals are the only possible incentives for such industries. Except the astronomical observations, the map work was in the hands of Mr. Homan, and the credit for the same belongs to him.

My investigations, reaching the whole length of the Yukon River, over 2,000 miles, were necessarily of such an extended nature, geographically, that I have deemed it proper to subdivide the same for convenience, and have done so into three parts, fully described on the appended itinerary of Part 1.

Itinerary of Part 1 *of the map of the route of the Alaska military reconnaissance of* 1883, *Lieutenant Schwatka, U. S. Army, commanding, from data compiled by Topographical Assistant Charles A. Homan, U. S. Army, topographer of the reconnaissance.*

Locality.	Statute miles.
From Chilkoot Mission to mouth of Dayay River	16.1
From thence to head of canoe navigation on Dayay River	9.9
From thence to mouth of Nourse River (west)	2.3
From thence to Perrier Pass in Kotusk Mountains (4,100 feet)	11.0
From thence to Crater Lake (head of Yukon)	0.6
From thence to camp on Lake Lindeman	12.1
(Length of Lake Lindeman, 10.1.)	
From thence to Cape Koldewey (Lake Lindeman)	3.7
From thence to north end of Lake Lindeman	5.8
From thence to south end of Lake Bennett, or length of Payer Portage (here Homan River comes in from the west)	1.2
From thence to Prejevalsky Point (mouth of Wheaton River) (west side)	18.1
From thence to Richard's Rock (east side)	1.2
From thence to north end of Lake Bennett (Watson Valley is drained by two rivers here come in from the west)	10.0
(Length of Lake Bennett, 29.3.)	
From thence to west end of Lake Nares (through river called Caribou Crossing)	1.7
From thence to east end of Lake Nares (or length of lake)	3.2
From thence to Perthes Point (or length of Lake Bove, with bay, and possibly river coming in from south)	8.8
From thence to mouth of Tah-ko River (south)	7.8
From thence to north end of Lake Tah-ko	10.3
(Length of Lake Tah-ko, 18.1.)	
From thence to south end of Lake Marsh (or length of connecting river)	9.1
From thence to north end of Lake Marsh or length of Lake Marsh (McClintock River coming in from east)	28.8
From thence to upper end of Miles Cañon on Yukon River	50.9
From thence to length of Miles Cañon and rapids	4.6
(Head of navigation on Yukon.)	
From thence to mouth of Tahk-heen-a River (west)	23.1
From thence to north end of Lake Kluk-tas-si (possibly Lake Labarge)	17.8
From thence to Richthofen Rocks (and probably river) (west side)	14.4
From thence to north end of Lake Kluk-tas-si	22.1
(Length of Lake Kluk-tas-si, 36.5.)	
From thence to Maunoir Butte (east)	16.2
From thence to Red Butte (west)	3.2
From thence to Grizzly Bear Banks (west)	9.4
From thence to mouth of Newberry River (east)	8.9
From thence to mouth of D'Abbadie River (east)	38.0
From thence to mouth of Daly River (east)	41.6
From thence to Eagle's Nest Butte (east)	10 7
From thence to Nördenskjold River (west)	39.1
(Tautalus Butte is in this vicinity approached six or seven times.)	
From thence to Rink Rapids on the Yukon	25.4
From thence to Hoot-che-koo Bluff (east)	25.8
From thence to Von Wilczek Valley (east)	17.0
From thence to Fort Selkirk (through archipelago called Ingersoll Islands) (west)	21.3
Total length of Part 1 or the part explored and surveyed by reconnaissance*	538.8
Total length of raft journey on Part 1 (from camp on Lake Lindeman to Fort Selkirk)	486.8
Total length of raft journey on Yukon River, from Lake Lindeman to Nuklakayet (being the longest raft journey in the interest of geographical science)	1,303.2
Total length of Yukon River	2,043.5

*Part 2 extends from Fort Selkirk to Fort Yukon, being the part surveyed by reconnaissance, having been explored by Mr. Campbell, Hudson Bay Company.

Part 3 extends from Fort Yukon to Aphoon mouth, being part explored by Glasunoff, Malakoff, Zagoskin, Kennicott, and Strachan Jones, and surveyed by Captain Raymond, U. S. Army.

Therefore with the reaching of Fort Selkirk the account of Part 1 becomes complete.

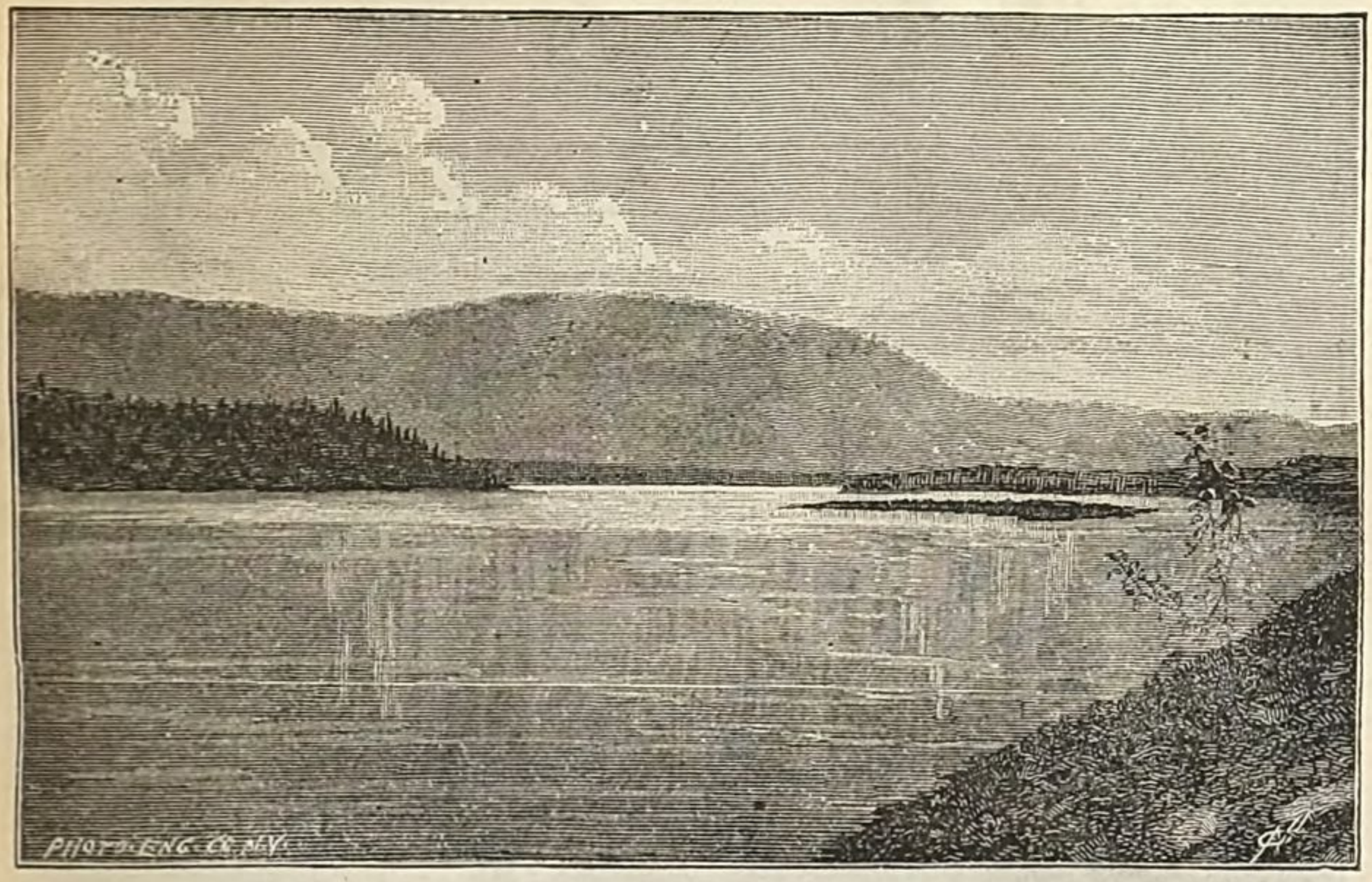


FIG. 18.

Fig. 18 is a view of old Fort Selkirk, looking up the Yukon River, or southward.

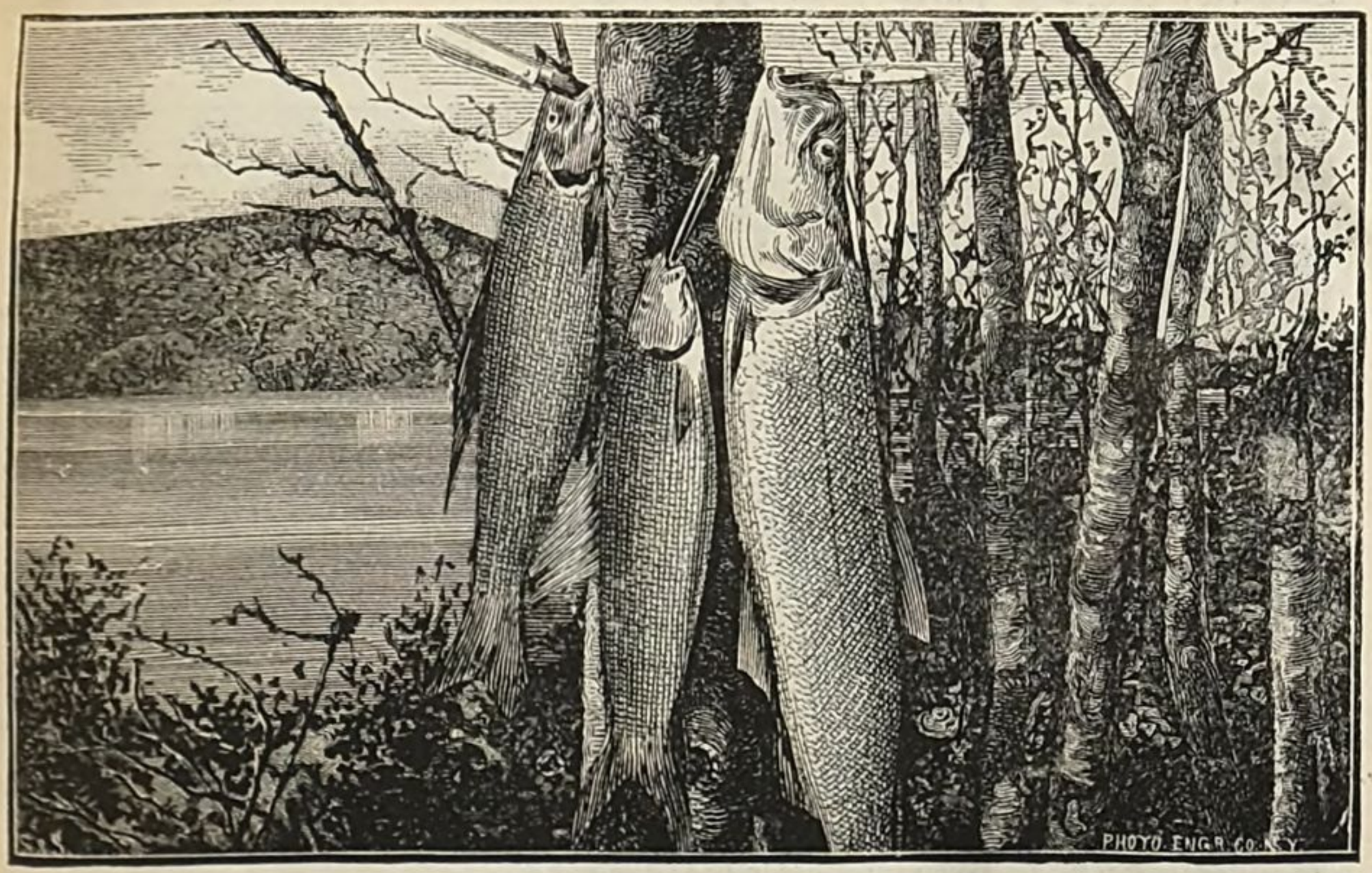


Fig. 19.

Fig. 19 represents some of the fish caught near old Fort Selkirk, the smaller ones being the grayling caught in such immense numbers at Miles' Cañon and Rapids, and the other a salmon trout, both being caught from Lake Bove to the mouth of White River, about 90 miles below Selkirk.

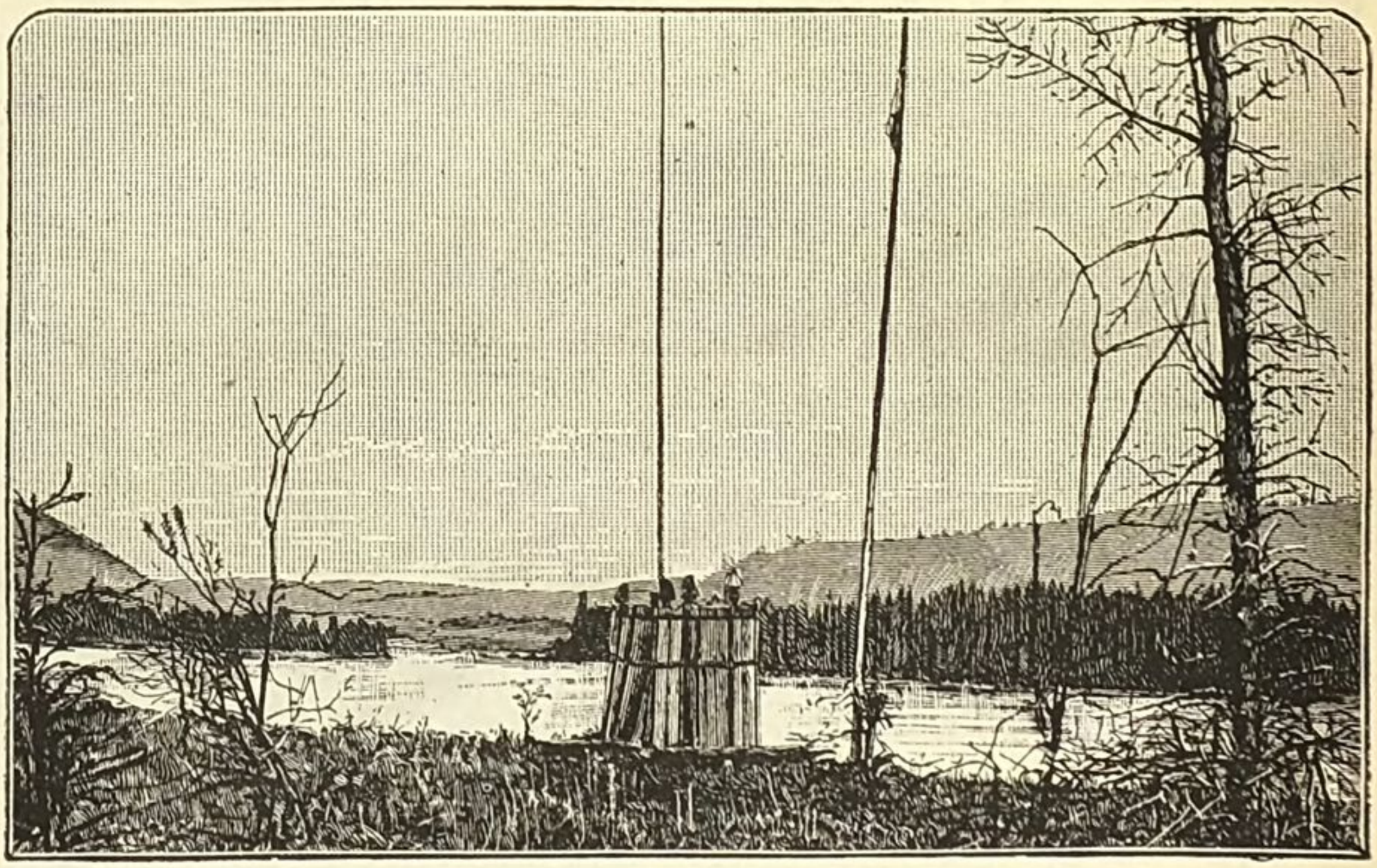


FIG. 20.

Fig. 20 is a view of an A-yan, or I-yan, Indian grave near old Fort Selkirk; the two poles with appendages are invariable parts of the graves of this part of the country.

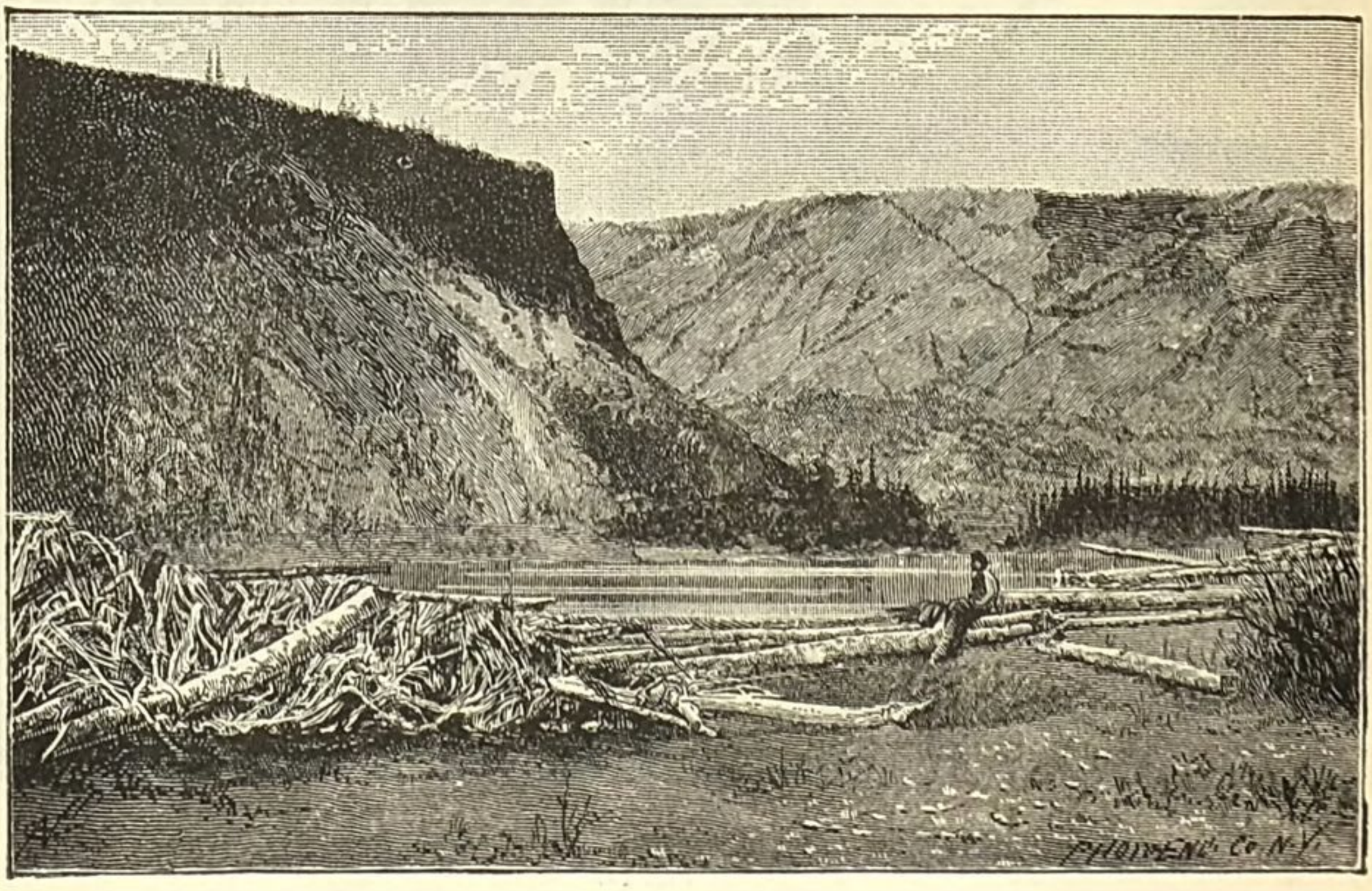


FIG. 21.

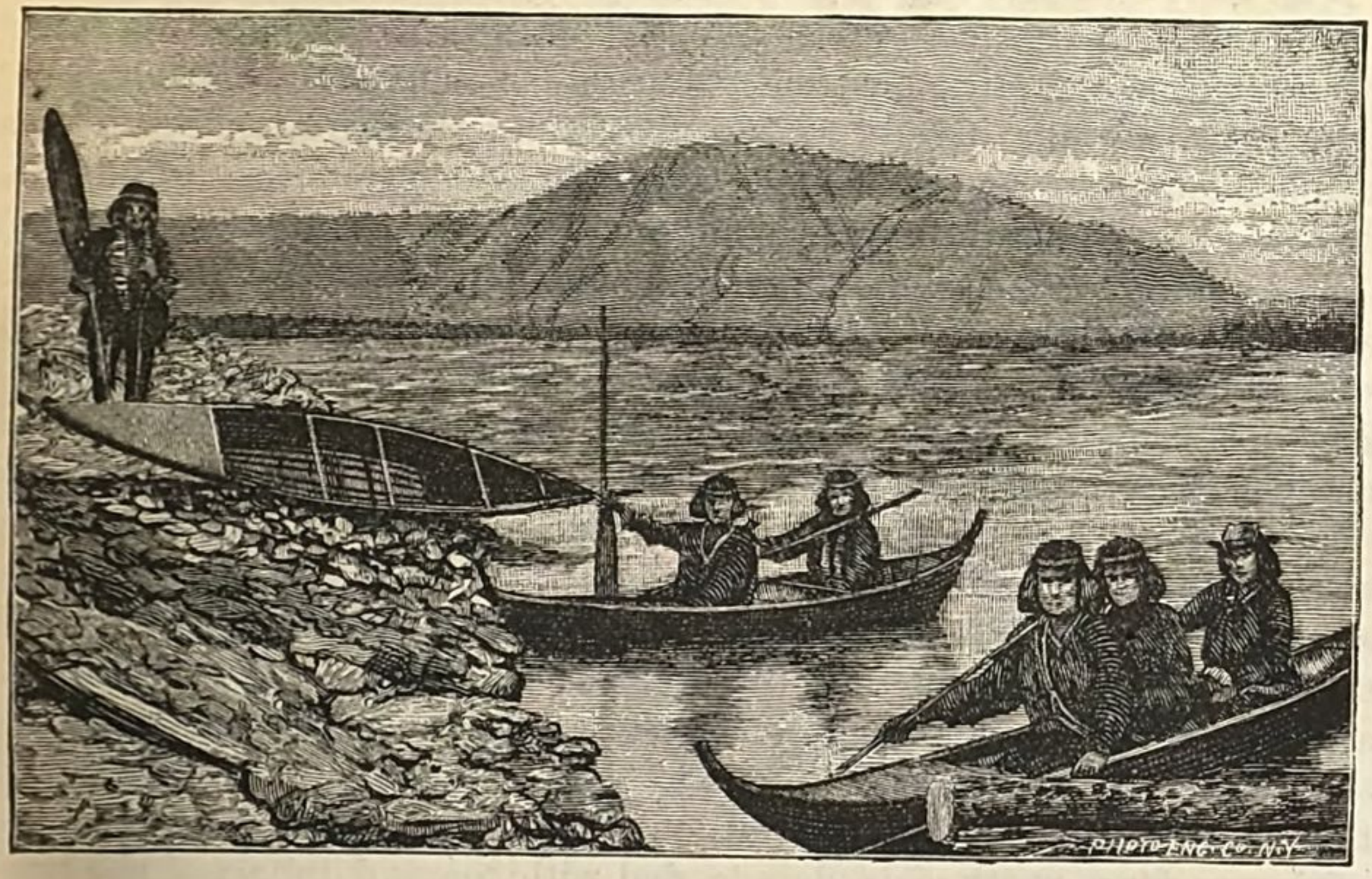


FIG. 22.

Fig. 22 represents a number of A-yan, or I-yan, Indians in their birch-bark canoes. This view was taken at old Fort Selkirk, looking down the river, the Indians having come up to visit us from their village, 12 miles below. Descending the Yukon, they are the first tribe to use the birch-bark canoe, a means of navigation that extends from here to the mouth.

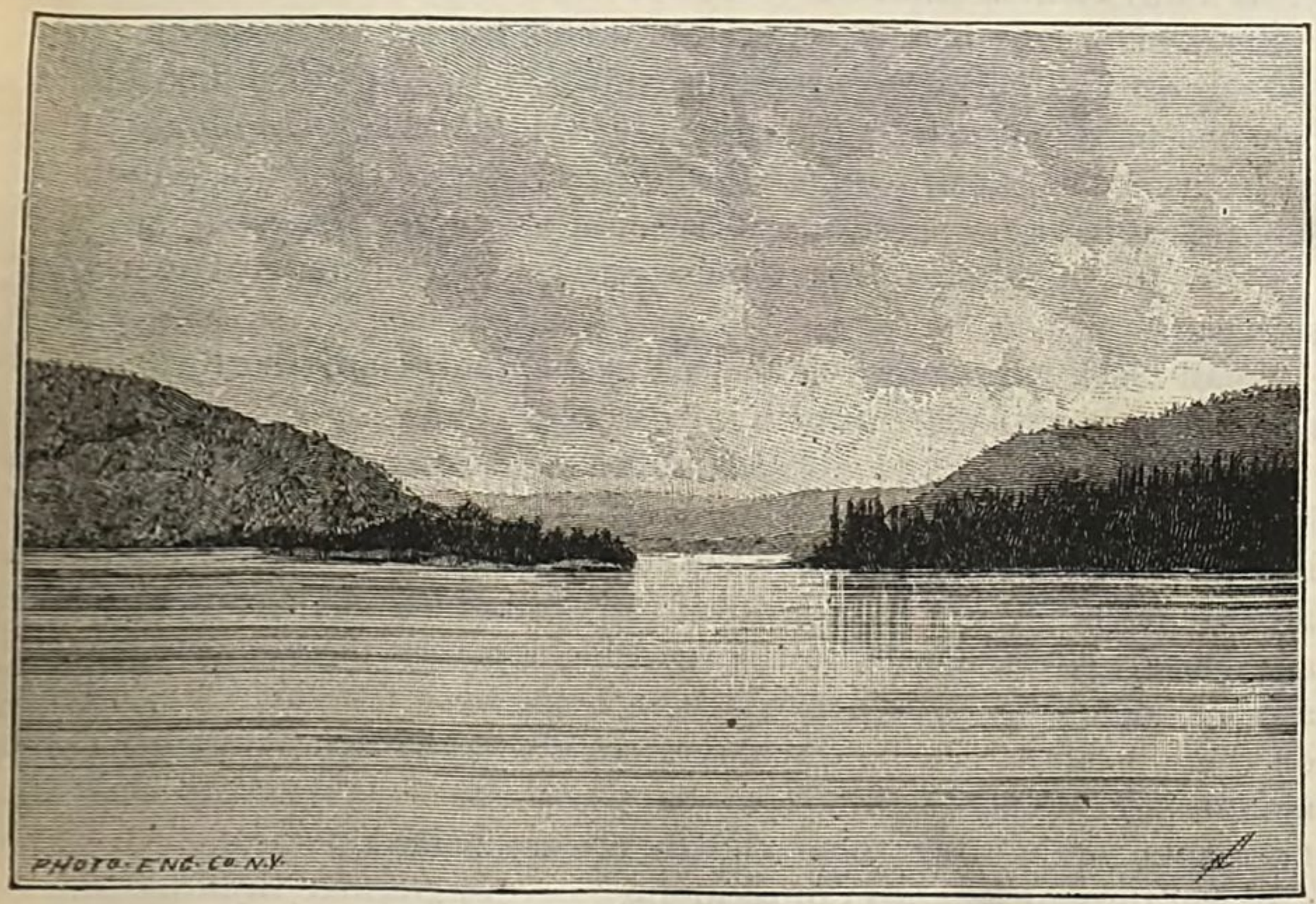


FIG. 23.

Fig. 23 is a view down the Yukon River from the site of Selkirk.

The rafting party left Selkirk at 1.15 p. m. on the 15th of July, having waited past noon to get a meridian observation of the sun for latitude and a morning observation for longitude; the days as far as particular hours were concerned being of but little importance, so light was it even up to 10 and 11 o'clock at night.

The half dozen A-yan Indians that had visited us at Selkirk spoke to us of a larger village a little below, but from the appearance of those we had seen on the Yukon River above we were in no way prepared to see such a large camp as we met on the southern bank at 4.15 p. m., numbering from 175 to 200 souls, and the largest either permanent, semi-permanent, or temporary that we met on the whole length of the river. It is of a semi-permanent character. No doubt apprised of our approach by runners, the entire camp congregated on the river bank to meet us, and as the swift river threatened to sweep us by them without allowing us to make a landing, their excitement became intense, and their shouts and gestures to us, of the most lively character, plainly showed that they were extremely desirous of a closer acquaintance, evidently taking us for a party of traders loaded with tea and tobacco, the two standard requests in all their many and constant solicitations. Camping near their village an inspection of it showed it to be more squalid than we had expected from the bright, intelligent faces of the few we had seen and the superior workmanship of their light birch-bark canoes, the finest on the river. This village was wholly made of brush, and evidently only used for a summer camp while the salmon were to be caught. The Hebrew cast of countenance was very noticeable in a great many of these Indians.

Fig. 24 is a very imperfect photograph of the old chief of the A-yan (in the center), with the heriditary chief, his son, on his left, and the principal medicine man of the tribe on his right. They would not stand in front of the camera unless a white man was with them, which accounts for the other portrait. (Cut could not be reproduced.)

These Indians, in a military sense, are considered under the proper subhead.

Small black gnats now commenced getting noticeably numerous, and a mosquito-bar was no protection from them.

The 16th we drifted 47 miles, a number of A-yan graves being seen on both banks of the river, resembling, in general, the one photographed near Selkirk. In the afternoon the country became quite hilly and even mountainous, but the river-bed still very full of islands, many of which are densely covered with tall spruce, looking very picturesque in the almost cañon-like river bottom, there being very few such large trees on the hill-sides. During the day we saw a large black bear and three mountain goats on the hill-sides, but our mode of navigation was not favorable for hunting them and they were passed unmolested. We also ran through a number of recurring and disagreeable thunder show-

ers in the afternoon, alternating with the most blistering heat, from which we could not escape while on the raft.

Very early on the morning of the 17th four A-yan Indians in as many canoes, from the village we left the morning before, came up with us, having left the village shortly after we had and having camped just above us during the night. We kept passing each other for the next three days, until Reliance trading station was reached, and judge from their movements and the opinion of our Indians that white men rafting and Indians canoeing on this part of the river are about the same in rapidity of traveling. The constant stopping of canoemen to hunt everything in the way of game, or at mid-day to cook a warm lunch, and remaining in their cramped positions but for five or six hours per day, it is easy to see that it would no more than equal the steady drifting of a raft for twelve or fourteen hours if carefully kept in the stronger currents.

During the 17th a heavy fog hung over the river during the whole day, cutting the hill-sides at an elevation of about 400 to 500 feet from the level of the stream. These fogs are very common on this part of the river during this time of the year, and are almost constantly present with the winds from the south, the prevailing ones of the summer. It is probable that they are caused by the supersaturated moist air from the warm Pacific being conveyed across the glacier-topped coast range of Alaska and thrown down into this part of the Yukon Valley in the shape of rain and fog.

At 1.30 p. m., the 17th, we passed the mouth of the White River coming in from the south, its waters seemingly liquid mud, from whence it probably derives its name. It is called by the "Sticks" the Yukokon Heenah (Yu-ko-kon) or Yukokon River, and by the Chilkats another name, meaning Sand River, from the immense number of sand bars and banks which they say exists along its course. Its waters mingle at once with the Yukon (although in Dall the contrary is erroneously stated), it emptying squarely into the latter with a current so swift as to pack its muddy waters nearly directly across to the opposite bank.

About 4 p. m. we passed the mouth of the Stewart River, its mouth so covered with islands that it was impossible to recognize it except by its valley which was very conspicuous. Its mouth, however, is of a deltoid nature, but the many islands made their accurate establishment very uncertain.

On the 18th, 47½ miles were made from 8.30 in the morning to 9.40 p. m. At 1.30 we passed a number of Tahk-hong Indians on right bank, with sixteen canoes, and seemed to be much neater than any we had met so far. They were probably a trading party, there being one for each canoe and no women with them.

At 8.30 p. m. we passed an Indian camp on the left bank, which we at first took to be miners, as they apparently had such good tents, and from them ascertained that there was a white man's deserted store (of which

we had heard several times farther up the river in a more or less definite manner) but a few miles farther on, but that he had left some time ago, going down to the salt water, as they say. That evening we camped at the mouth of a swift fair-sized river coming in from the east which we afterwards ascertained of the traders to be Deer River, and is so marked on the map. Here the Yukon narrows to 200 to 250 yards in breadth and runs swiftly between high hills.

Believing I was near the British boundary, as shown by my Selkirk observations, I waited to get another set at this point, but the weather was so tempestuous that I only succeeded in a very imperfect way, and not waiting for a noon observation, got away at 11.10 a. m.

Just before 1 o'clock in the afternoon we passed the abandoned trading post of the Alaska Commercial Company, Fort Reliance, on the right bank of the river, and directly opposite was the semi-permanent Indian village of Noo-klahk-o, numbering apparently one hundred and fifty souls. Our approach was saluted by the firing of fifty to seventy-five discharges of guns, to which we replied by a much smaller number. I found this method of heralding to be universal from here to the mouth of the river, and I understand arises from a custom brought among them by the Russian traders, and that has slowly traveled inland at least as far as this point. These Indians are fnrther described in the appendix.

Fort (?) Reliance is a dilapidated looking place of two or three houses, a main store nailed up, and three others, cellar-like and semi-subterranean in character.

Less than 30 miles was made that day—the 19th—owing to our grounding on a gravel bar at the head of an island, where we delayed over 2 hours, and finally had to "lighter" our effects ashore and camp in order to free the raft. Such occurrences were not rare.

On the 20th we started shortly after 8 in the morning, and at 11.30 a. m. passed the mouth of a large river coming in from the west, which I named the Cone Hill River, from a conspicuous conical hill in its valley near the mouth. Every one of the party that attempted it found it absolutely impossible to identify any incoming stream in this part of the river by the maps or descriptions now in existence. Just beyond Cone Hill River three or four bears, both black and brown, were seen on the side-hills to our left, and about 300 to 400 yards distant, and although the most persistent firing was kept up by nearly the whole party until we floated out of sight none of them were secured.

About 2.30 in the afternoon we passed a remarkably conspicuous rock, looming up out of a flat valley on the east side of the river, and closely resembling Castle Rock on the Columbia, although only about half the size of the latter. I gave it the name of Roquette Rock, as I saw no allusion to it on any map of this part of the river.

On the 21st, having started at 9 a. m., at 12.30 we came upon a small permanent Indian village on the left bank, of six houses, and from 75 to

100 souls. About a mile and a quarter below, on the same side of the river, was a white man's abandoned trading house, near which we camped. From the Indians we learned that the trader's name was Mercer, and that he had gone down the Yukon. This station, we afterwards learned, had been called by the traders Belle Isle Station. (Fig. 25 is left out in the compiler's report.)

The Indian village is called Johnny's Village, and at the time of our visit the chief was away in a canoe. His English sobriquet of "Johnny" is the only one he is recognized by in his own country, though the Indian name of the village was Klat-ol-klin, and the Indians, as we understood our interpreters, call themselves Tah-kong or Tahk-hong. A photograph of the village is shown in Fig. 26.

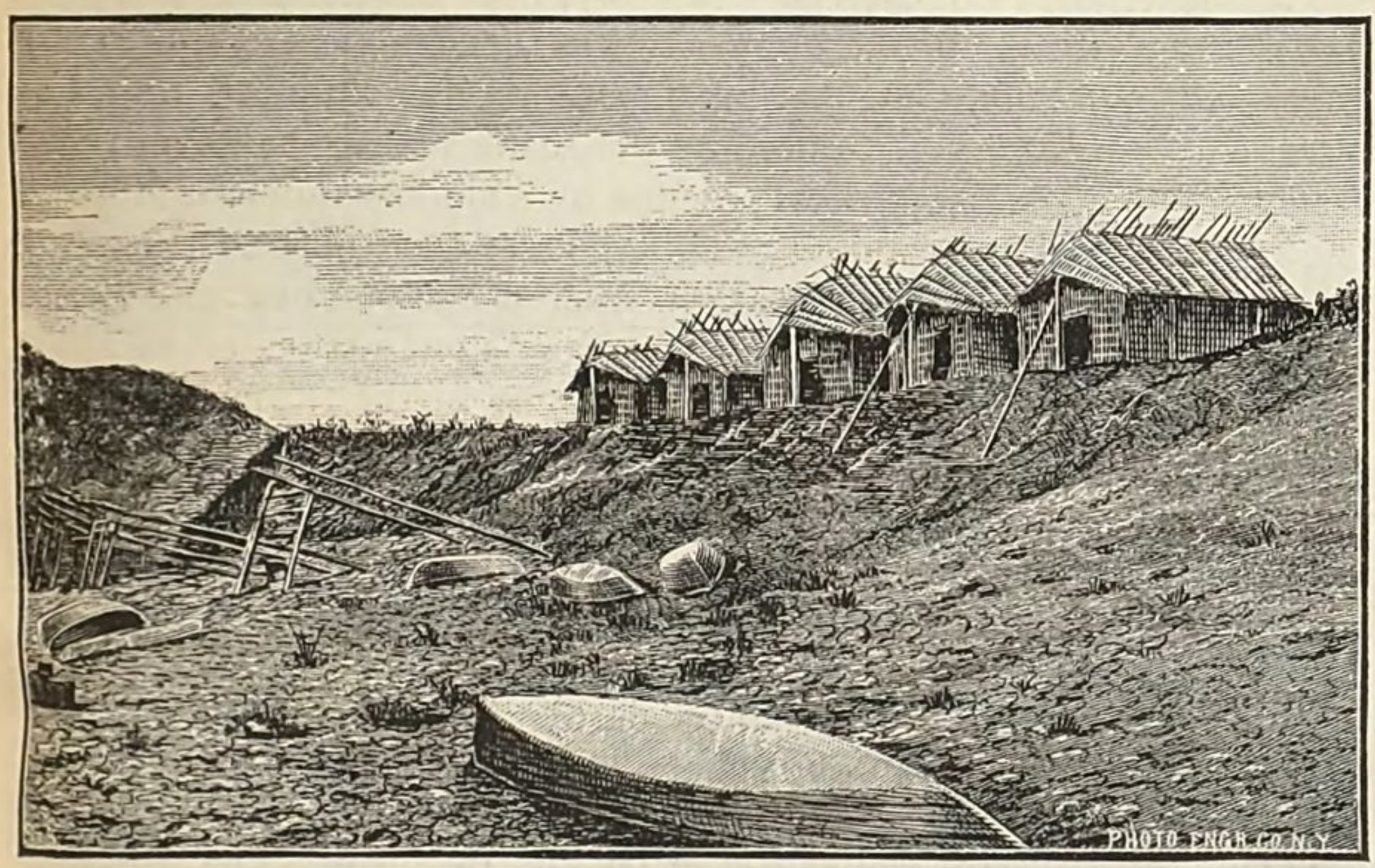


FIG. 26.

Further information concerning this small band is given in the appendix devoted to Indian tribes.

Fig. 27 is a view looking down the Yukon River from the village, about southwest. It may be interesting to note the high grass fairly shown in Fig. 25.* From here to the mouth of the river it may be said to be equally luxuriant. Underneath it in many places there is a mossy or peat-like bed so tough that when the river undermines its banks in these places the turf holds on to that of the bank's crest, keeping it covered with a blanket of the moss. In wooded places, however, this falling in of the banks drags the turf with it into the water. Between camps 35 and 36 the soil, for the first time descending the river, seems to be thick and black, and continues so in a varying degree until the lower ramparts are again entered.

On the 23d of July we reached another Indian village, called Char-

* See explanation in regard to figure 25.

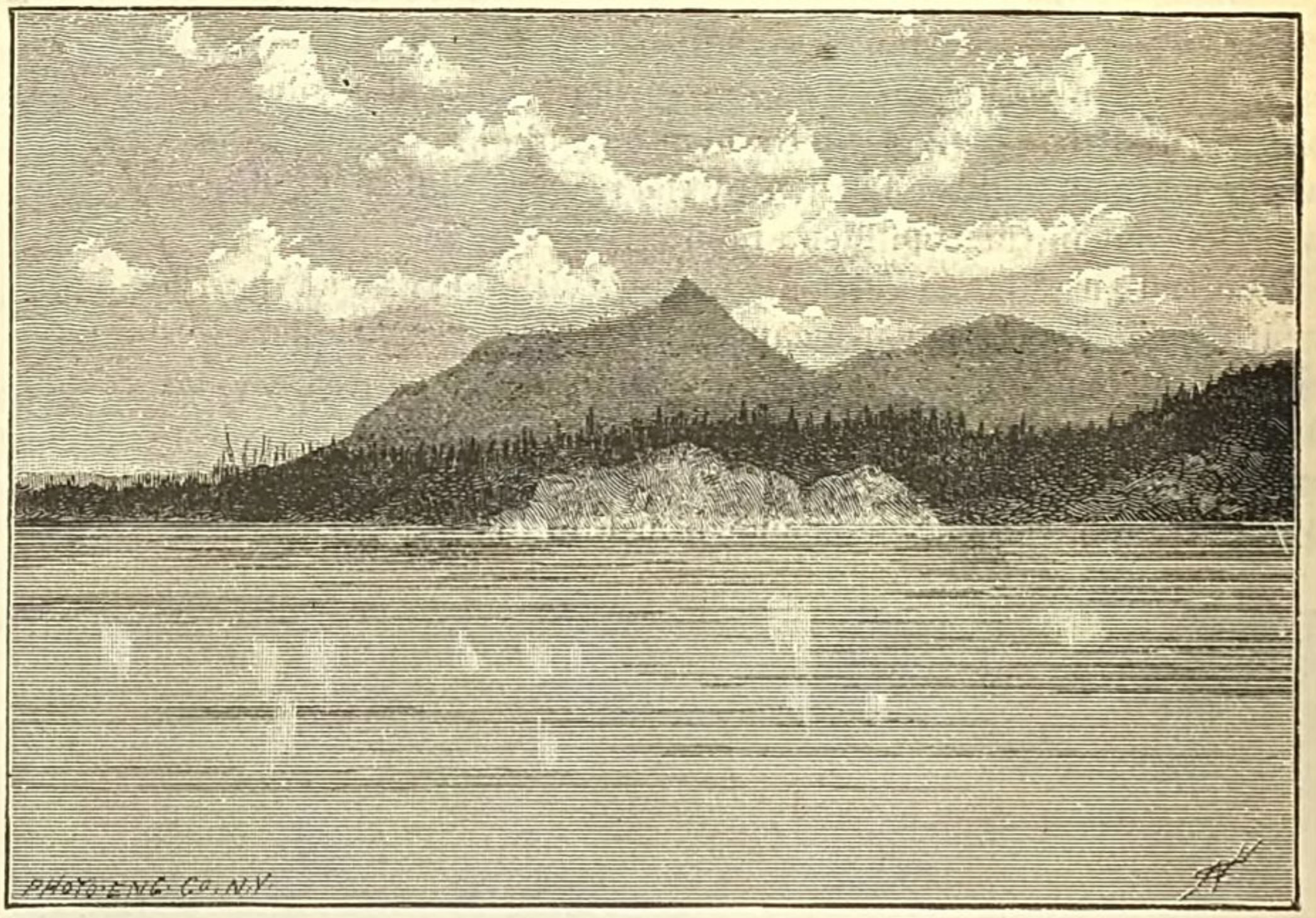


FIG. 27.

ley's Village, which is an exact counterpart of the one called Johnny's, even to number of houses (6) and side of the river (western bank). We met a Canadian voyageur among them who calls them and Johnny's village the Tadoosh Indians, and says they are the most friendly and best natured Indians on this part of the river.

After leaving Camp 37 the country flattens out noticeably, and from about Camp 38 to old Fort Yukon it spreads out over many miles in width (said to be 7 miles wide at Fort Yukon by a trader who was stationed there for several years) and so full of islands that it was about impossible to tell when we were near the main banks. Most wonderful of all in this wide extent of spreading the current seems to slacken but very little in all the many intricate channels that were between, and evidently shows the deep character of the river before these numerous subdivisions commence and its shallowness afterwards, as no stream of importance helps to account for the relations between the two volumes in any other way. On the evening of the 24th we camped (No. 38) alongside of a small river steamer called the "St. Michaels," which, during the spring freshet while descending the river, had grounded on this bar, and being unable to get off was abandoned, her keel being now some 6 or 7 feet above the level of the present stage of water.

This boat belonged to the Western Fur and Trading Company, organized in San Francisco as an opposition to the Alaska Commercial Company of the same city. They had recently been bought out by the latter company after having existed for several years at a loss to them-

selves. This opposition had some direct bearing on the Indian question in that during its prevalence prices were put down to absurd figures, the Indians really getting for their furs, in some instances, more

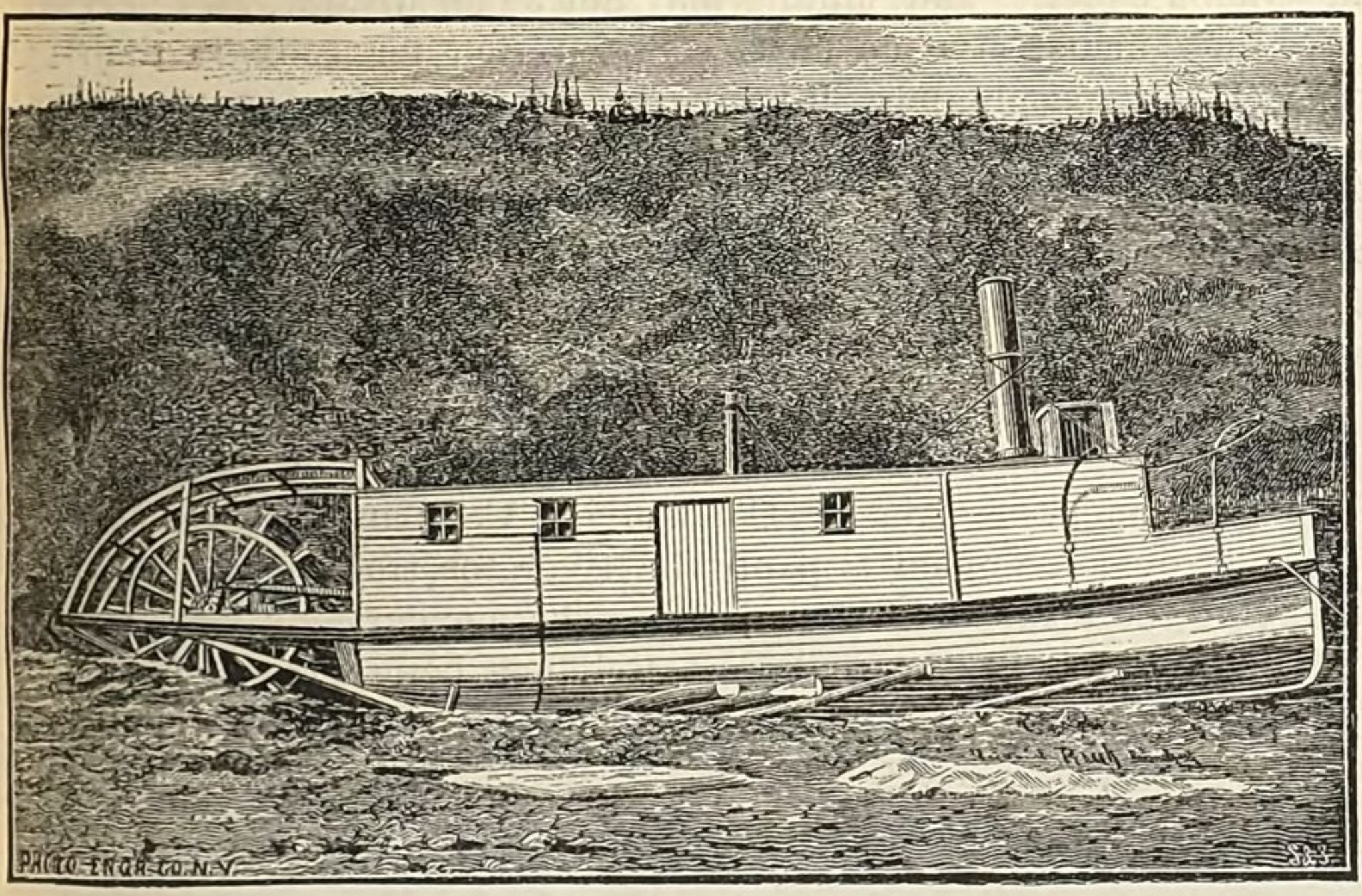


FIG. 28.

than they could have done probably in San Francisco itself. When this opposition ceased, although the former rates were not entirely resumed, a great step had been taken in that direction and the consequence is a great majority of the Indians are dissatisfied with the present prices, as it is simply impossible for them to believe that the previous low rates were not renumerative to the companies, or that any one would sell anything for less than it is worth, and consequently the present prices are exorbitant, and as Indians have but one way of correcting even mistakes, a sort of strained feeling exists in many places which could lead to more serious trouble. The traders on this river, however, are all men of good judgment, I believe, and this fact will make collisions less probable than would generally be supposed. Again, traders dependent upon Indians wholly for their trade, do much more to conciliate them in all cases than any class of people with whom they can come in contact. If hostilities are threatened they will avoid them, knowing full well that if no blood is shed that the matter will be conciliated in a short while and they will be able to resume their trade, and that should such an unfortunate circumstance occur they would for years compromise all chances for such a desirable termination. This, coupled with the object traders have in keeping such ruptures hidden from both the public and other Indian tribes, has led to the well-known but erroneous opinion that the Hudson Bay Company have succeeded so admirably in their contact with Indian tribes. If

the Yukon River offers no field for industry but that which the Indian trader monopolizes, it might well be doubtful whether a military force would ever be needed along its course; but from the present prospects the salmon fisheries and mining may not be far distant, and men that enter these fields have no more consideration for Indians than any other class of people and will treat them as friends or enemies according to the way that they themselves may elect.

On the 27th of July we made old Fort Yukon about noon, the distance from the site of Fort Selkirk being 490.2 miles after correction by the astronomical observations, showing an error or correction of but 10.6 miles in the whole course or .0212 per cent., or more clearly speaking about 1 mile in 50, showing that the intermediate points determined by dead reckoning can be relied upon within that possible limit. Here we found the Alaska Commercial Company's river steamer "Yukon" on her annual trip up the river for trading purposes and supplying the posts of the company. These excursions were made as high as Belle Isle Station and Fort Reliance before they were abandoned, but are now made wholly with reference to where the Indians will be found.

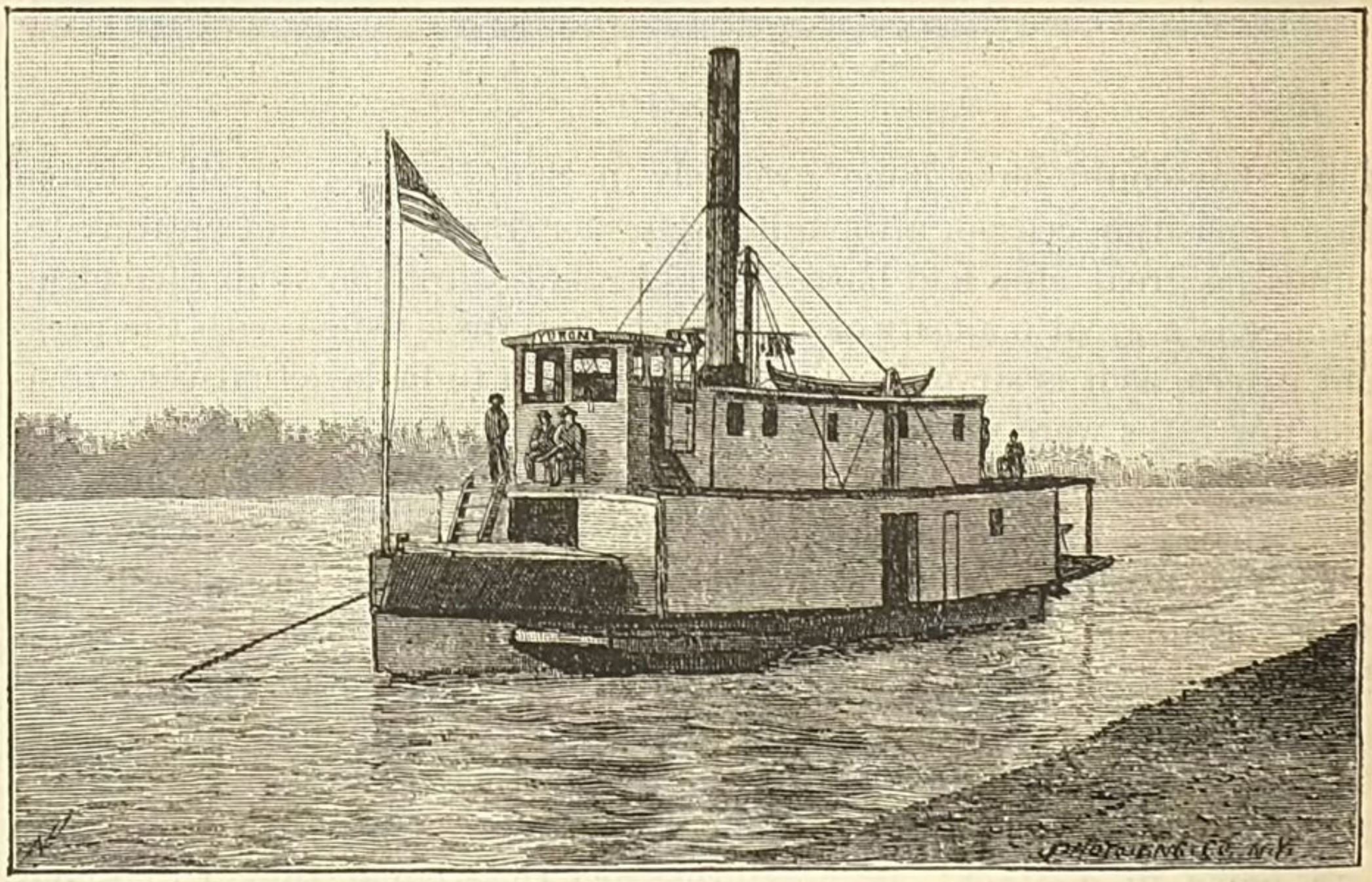


FIG. 29.

Fig. 30 is a view of the interior of the old Fort Yukon stockade, nearly all of this part having been removed by the river steamer for fuel, it being handy and already cut in lengths. Two bastions are seen with the stockade between, and the two buildings in the foreground are the store-house (nearest) and some of the officers' old quarters, both roofed with spruce bark held down by battens. The history of

this Hudson Bay trading post is too well known to repeat here. Passing into the hands of the Alaska Commercial Company it was for a long time the farthest post they possessed up the great river until Reliance was established. Fort Yukon was abandoned three or four

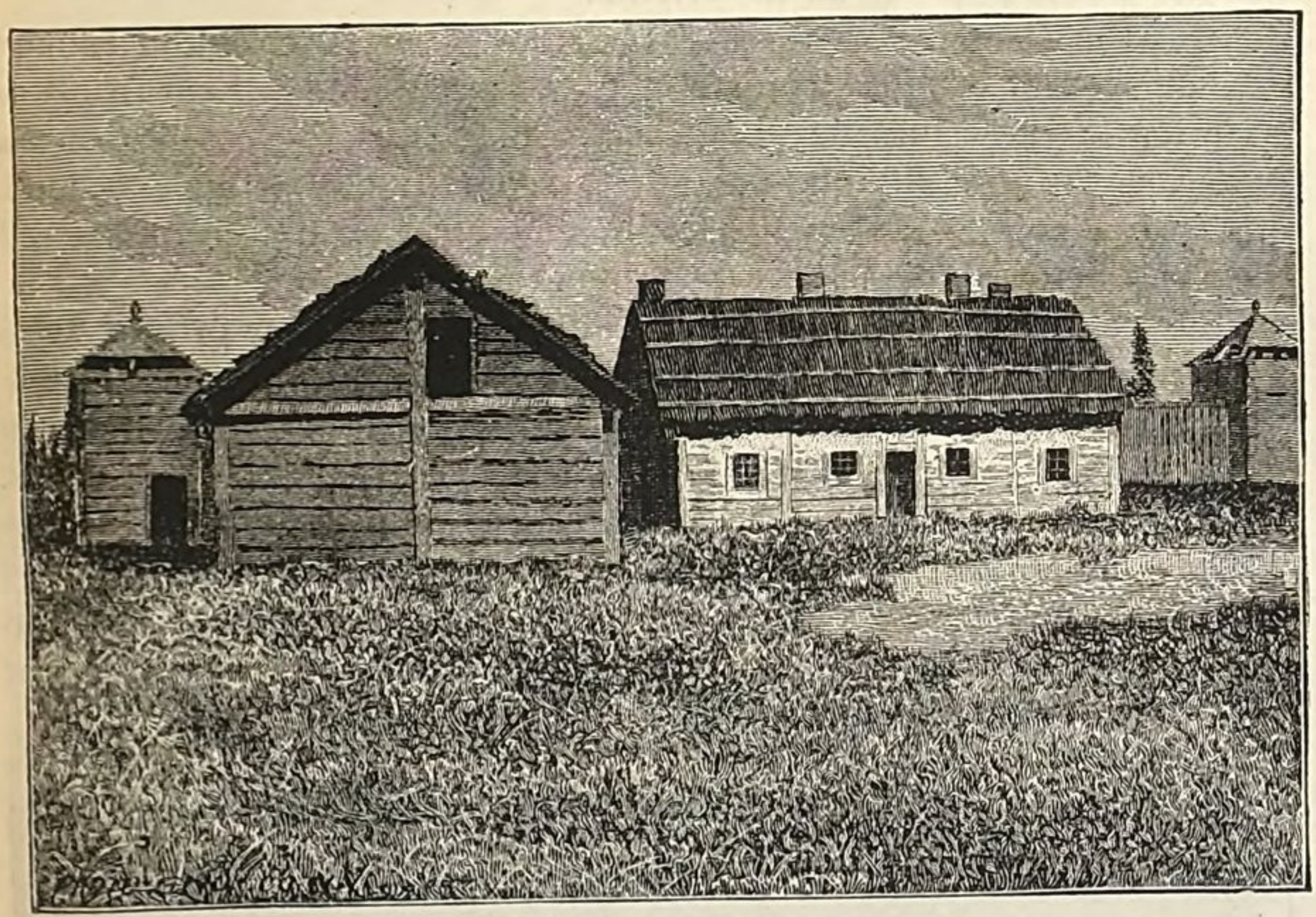


FIG. 30.



FIG. 31.

years ago as not remunerative, and Reliance and Belle Isle were then established, and these two were again abandoned recently (the former on account of expected Indian troubles growing out of the opposition) and Nuklakayet, about 300 miles below Fort Yukon, is now their frontier trading station on the stream.

Fig. 31 is a portrait of Senatee, the chief of the Fort Yukon Indians, as they are called by the traders, and as I have named them in my description of the tribe. He is the only chief on the river having that power, as we generally understand it, among Indian tribes, all of the others, to a greater or less degree, having but nominal influence with their subchiefs and tribes.

I have spoken so much of the peculiarly flat character of the Yukon Valley for some 80 or 90 miles above old Fort Yukon, that I give herewith a photograph (Fig. 32) looking southwestward across from the shore in front of the fort, giving clearly the easternmost channel, which is but one in several of greater or less width. Mr. McQuestion, who was for several years trader at the old fort, says that it is about 7 miles wide at this point, and he believes there are places on this flat part of the river where it may attain double that width. The following is the itinerary of the second part:

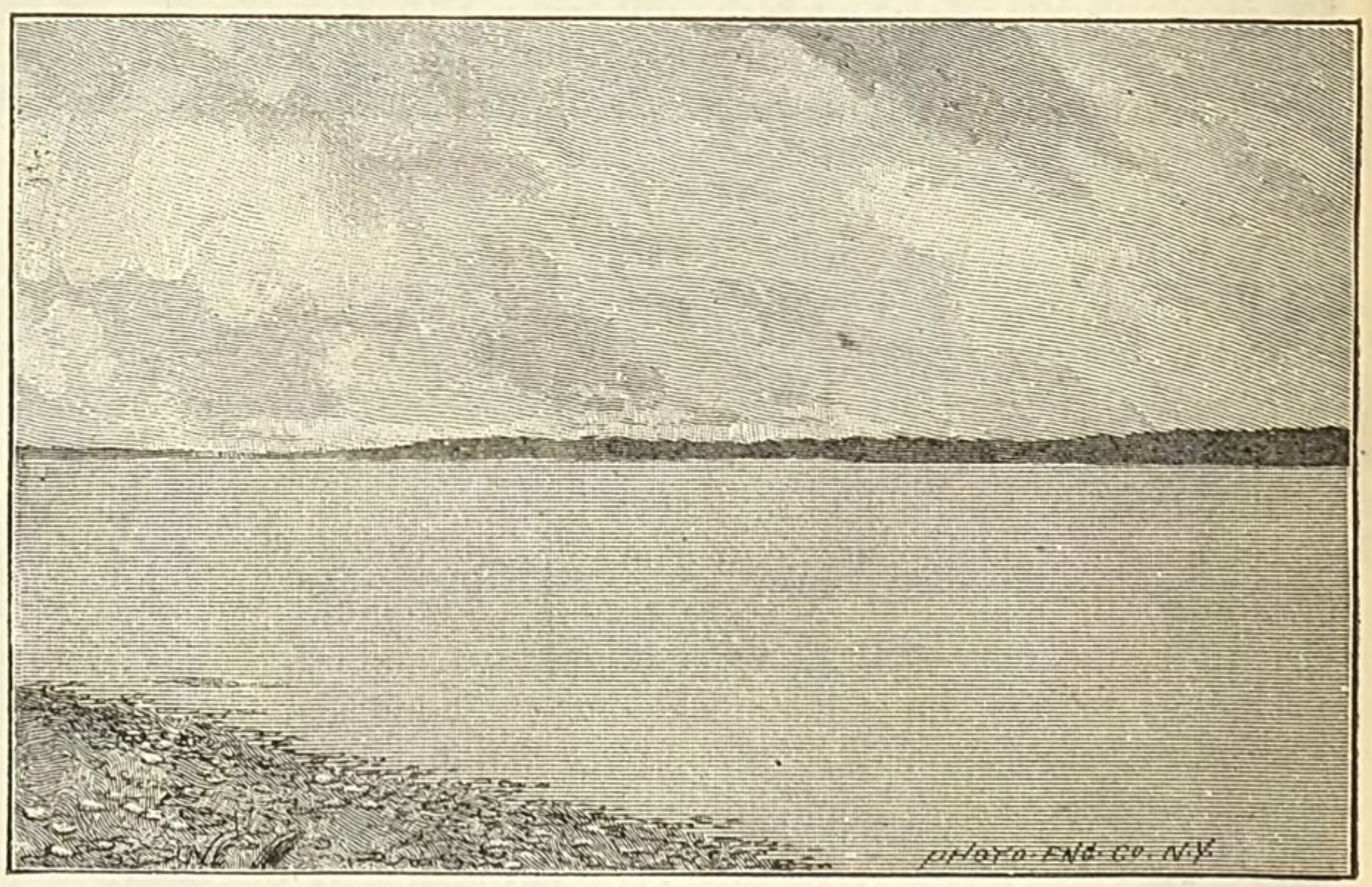


FIG. 32.

Itinerary of Part II of the map of the route of the Alaska military reconnaissance of 1883, *Lieutenant Schwatka, U. S. Army, commanding, from data compiled by Topographical Assistant C. A. Homan, U. S. Army, topographer of the reconnaissance.*

Locality.	Statute miles.
From Fort Selkirk, B. C., to mouth of Selwyn River	33.6
Thence to mouth of White River	62.1
Thence to mouth of Stewart River	9.7
Thence to mouth of Deer River	65.6
Thence to Fort Reliance	6.5
Thence to mouth of Chandindu River	12.0
Thence to mouth of Cone Hill River	27.5
Thence to Roquette Rock	13.0
Thence to John's Village	33.0
Thence to Belle Isle Station	1.1
Thence to boundary line 141° west*	20.3
Thence to mouth of Totondu River	10.0
Thence to mouth of Tahkandik River	22.4
Thence to Charlie's Village	29.0
Thence to St. Michael's Island	47.4
Thence to Fort Yukon	97.0
From Fort Selkirk, B. C., to Fort Yukon, Alaska	490.2

*Length of Yukon River in British America, 783.3; length of Yukon River in Alaska, 1,260.2.

Part I, or the part explored and surveyed by reconnaissance, 538.8.
Part III extends from Fort Yukon to Aphoon mouth, being the part explored by Glasunoff, Malakoff, Zagoskin, Kennicott, and Strachan Jones, and surveyed by Captain Raymond, U. S. Army.

The party remained at old Fort Yukon during the 28th of July to determine rate and errors of chronometers, and on the 29th the journey was resumed, and between 7 a. m. and 8.45 p. m. drifted 50½ (geographical) miles, or over 4 statute miles per hour, plainly showing no diminution in the current despite the wide-spread character of the channel. At 11.30 a. m. we passed an Indian village of 5 or 6 tents, on one of the many islands in the channel, of probably 20 to 30 souls, although very few appeared, being probably absent hunting and fishing. On the beach were 7 or 8 birch-bark canoes, and lounging around was the usual high number of Indian dogs. This day, the 29th, was an exceedingly hot, blistering day on the river and almost unbearable on the raft, as we had no means of counteracting it on such a craft. To put up an awning of canvas was to seriously obstruct the view of the stern oarsman, who was responsible for the raft, and who needed this view to distinguish the swift from the slow currents, the sand, mud, and gravel bars where the vessel was likely to be delayed, and many and the worst of which were just under water even in the middle of the river, also snags, and landing places after camping hours. Again, an awning of canvas caught considerable wind, and if this was considerable and any other direction than fore and aft, steering was almost impossible. Here, within the limited part of the Yukon River in and near the Arctic zone, our greatest discomforts were the blistering heat and dense swarms of gnats and mosquitoes that met us at every turn. The night of the 29th–30th but very few of the party slept well, owing to the gnats, the mosquito-bars being no protection from the diminutive pests, and we consequently got an early start on the 30th, shortly after 6 in the morning, the day contrasting strangely with the one before. A cold and

disagreeable wind with heavy clouds made the contrast, and gave us difficult work in steering clear of the lee banks, the small amount of bulky baggage on the raft forming a sufficient surface to the wind to determine this. The 30th the raft drifted 44 geographical miles in thirteen hours and ten minutes to Camp 43 of the map. The wind had its compensating feature, however, in keeping away the mosquitoes and gnats at night, so that one could sleep.

The 31st of July the raft drifted 45 miles in thirteen hours to Camp 44 of the map, and that evening commenced raining so hard and so continued the next day, the 1st of August, that we remained in camp. The femur and molar tooth of a mastodon were found in the gravel bar near Camp 44, the remains of these animals having been found in large numbers in the valley of the Yukon River, and especially this flat level portion of 300 miles extending between the upper and lower ramparts. At old Fort Yukon an Indian who showed us a tooth said that it came from a complete skeleton about two days' journey away that the river was exposing by undermining action.

The 2d of August we drifted but 26 miles in twelve hours, a strong wind keeping us against the left bank so as to impede our progress. We were forced into one slough by it that was so sluggish in current that, although but 2 miles long, we were over two hours drifting through. A number of such slack-water places were encountered that could easily have been avoided in less stormy weather. At 3 p. m. we passed a double log-house on the right bank, with two or three small elevated log caches, peculiar from this point to the mouth of the river, two graves, &c., all of which seemed very new, although the place was deserted, very recently however. Many signs of Indians were noticed as we approached the "lower ramparts," as the hilly country is called. On camping at 7.30 p. m. we were but a short distance from the entrance to these hills, and it was with the greatest satisfaction that we approached them and left behind the flat country which we had traversed for 300 miles, and was tedious and irksome beyond measure in its monotonous flat scenery. The whole length of this flat country there are but very few Indians, the mosquitoes driving the game out of its domain, and the innumerable number of wide shallow channels into which the river divides making fishing for them less certain than in the hilly districts. The establishment of Fort Yukon at the mouth of the Porcupine induced many to congregate around this spot, as is usual with frontier trading posts, and although it has been abandoned a number still reside at the spot as a sort of trading point with the river steamer in its annual visits, and possibly the reluctance with which people abandon their homes of long standing despite their unfavorable positions.

On the 3d of August the raft was started at 7.30 a. m., and entered the "ramparts" shortly after. Through this part of the ramparts the country and river looks very much like the Columbia River near the Cascades. A few Indians were now visible, and old and permanent

signs of them quite numerous. About 6 p. m. we passed a well-built Indian house on right bank of the river, with log and stake steps up the steep river bank.

We camped at 8.30 p. m. near several Indian graves, about a mile or two above the mouth of the Whymper River, one of which graves is shown in Fig. 33, where several had been buried during the raging of an

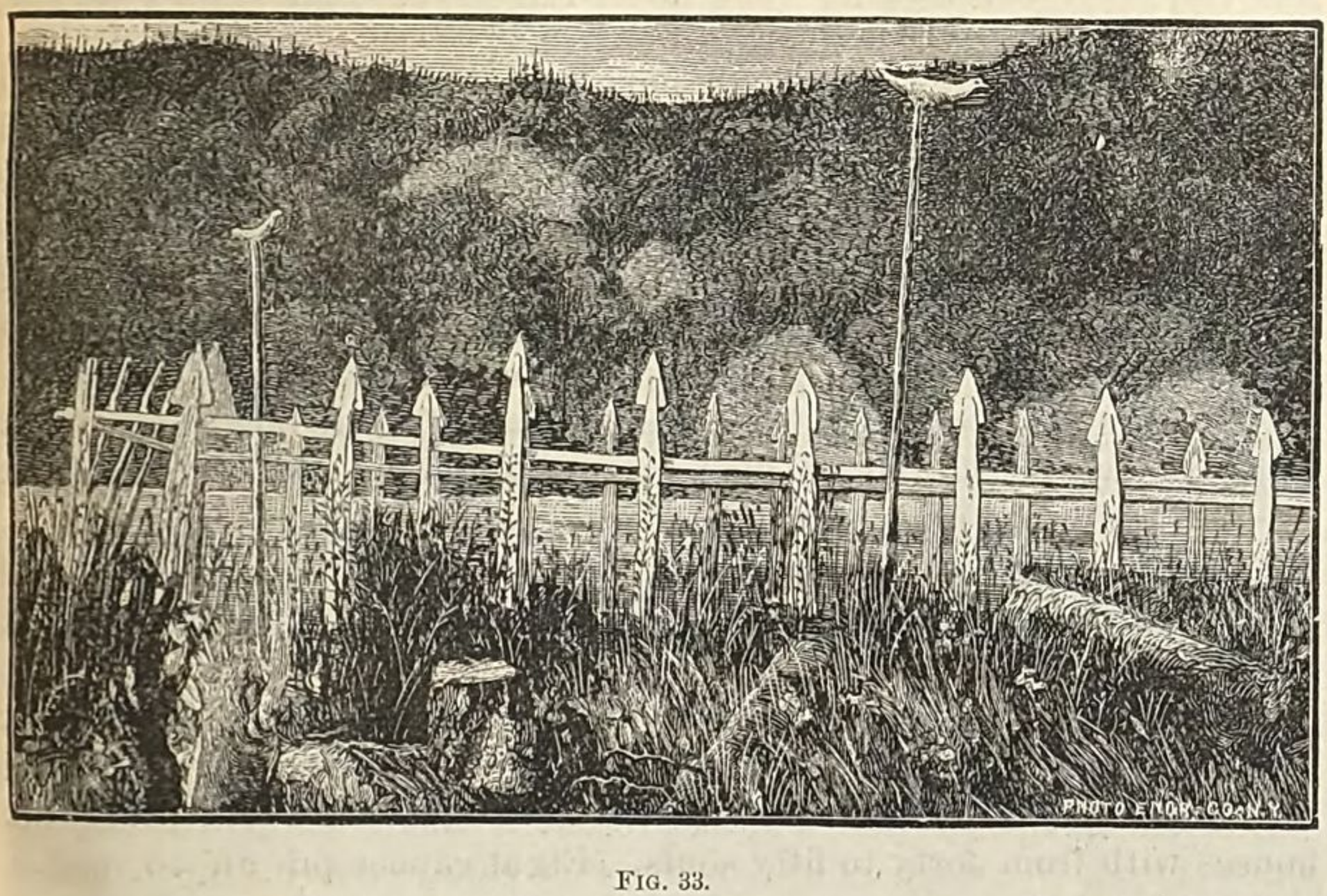


FIG. 33.

epidemic some two or three years before. The fence around is the result of Christian influence, but their other superstitions cannot be wholly overcome, as shown by the poles with the symbolic totems of geese, ducks, bears, &c., on their tops. The ramparts on the 3d so closely resembled portions of the ramparts of the Middle Yukon between Selkirk and Belle Isle that the conviction seemed irresistible that they are identical chains stretched like a bow string across the great arc of the Yukon, bending northward into the flat Arctic tundra land. At Camp 46 I found several varieties of berries, not only edible but very acceptable, despite the general dwarfed and stunted condition of most of them.

The 4th of August we made 47 miles through the ramparts. At 7.50 a. m. we passed the concealed mouth (as going down stream) of the Whymper River coming in from the left. Through this part of the river between Camps 46 and 47 were many signs of Indians, as caches, old camping places, &c., along both banks, but singularly enough no Indians were visible, and the presence of wolves around these positions made me think that their absence had been for some little time. That day we had a most disagreeable gale of wind, hardly worth noticing except for the fact that with the exception of a very few days it continued unceasingly to the mouth of the river, and the observations

of previous explorers and observers make certain the fact that such weather is the prevailing nature during the summer season. Many of the small creeks that put into this part of the river, and draining through the swampy tundra land, while so clear that their bottoms may be seen even in deep places (6 and 7 feet deep) are highly colored with a port-wine hue, which contrasts strongly with the muddy waters of the Yukon, where they join. This may be caused by iron, as outcroppings of that character were seen.

Twenty-seven miles were made next day, August 5, rain showers in the morning delaying our start until 8.55 a. m. At 2.10 p. m. we drifted past the spot known as "the rapids of the Yukon," being, until the present expedition surveyed the whole length of the river, known as the worst impediment on the river. We had been anxiously expecting them, and had some fears that they might prove disastrous to our rough means of navigation, but it was not until we were past them that we observed them at all, being represented by a bar of white bowlders around which the waters flowed as placidly as around any bar in the river. At high water the river may flow over this bar with some commotion, for it is here constricted into 300 or 400 yards in width, but during the greater part of the time navigation would be essayed it certainly is not worth considering.

About half a mile below the "rapids," on the right bank of the river, is the first considerable sized Indian village encountered after leaving the flat country described. It consisted of two tents and four birch-bark houses with from forty to fifty souls. Eight canoes put off to meet us and fresh salmon were procured from them, the first we had had for several days. This part of the Yukon River, is quite picturesque, equal to that for 100 or 200 miles below the site of old Fort Selkirk, and superior in grand outline to any scenery from here to its mouth.

On Monday, the 6th of August, having started at 8.30 a. m., at 6.10 p. m. we made Nuklakyet, the fartherest outlying trading station of the Alaska Commercial Company on the Yukon River, and were glad enough to meet permanent civilization, and part with our raft, on which we had navigated the river for over 1,300 miles. Nuklakyet station was in charge of Mr. Harper, an old employé in these regions, and, like all such, seemingly content with his isolated lot. A small garden was attached to his station on a bank with a southern exposure and good drainage, and here he cultivated the rougher varieties of hardy vegetables. Turnips were grown that weighed six and a half pounds, and other varieties of vegetables were equally surprising, considering the high latitude, within less than 100 miles of the Polar Circle.

Fig. 34 is a view of Mr. Harper's trading station looking westward, with the little garden in the foreground.

It is typical of the fact that when fisheries line this great river, as they are sure to do, and mining camps dot its tributaries, as indications show they may, that with such rough vegetables as may be grown and

such varieties as will bear transportation, that life may be made more bearable than one would think from its extreme isolation.

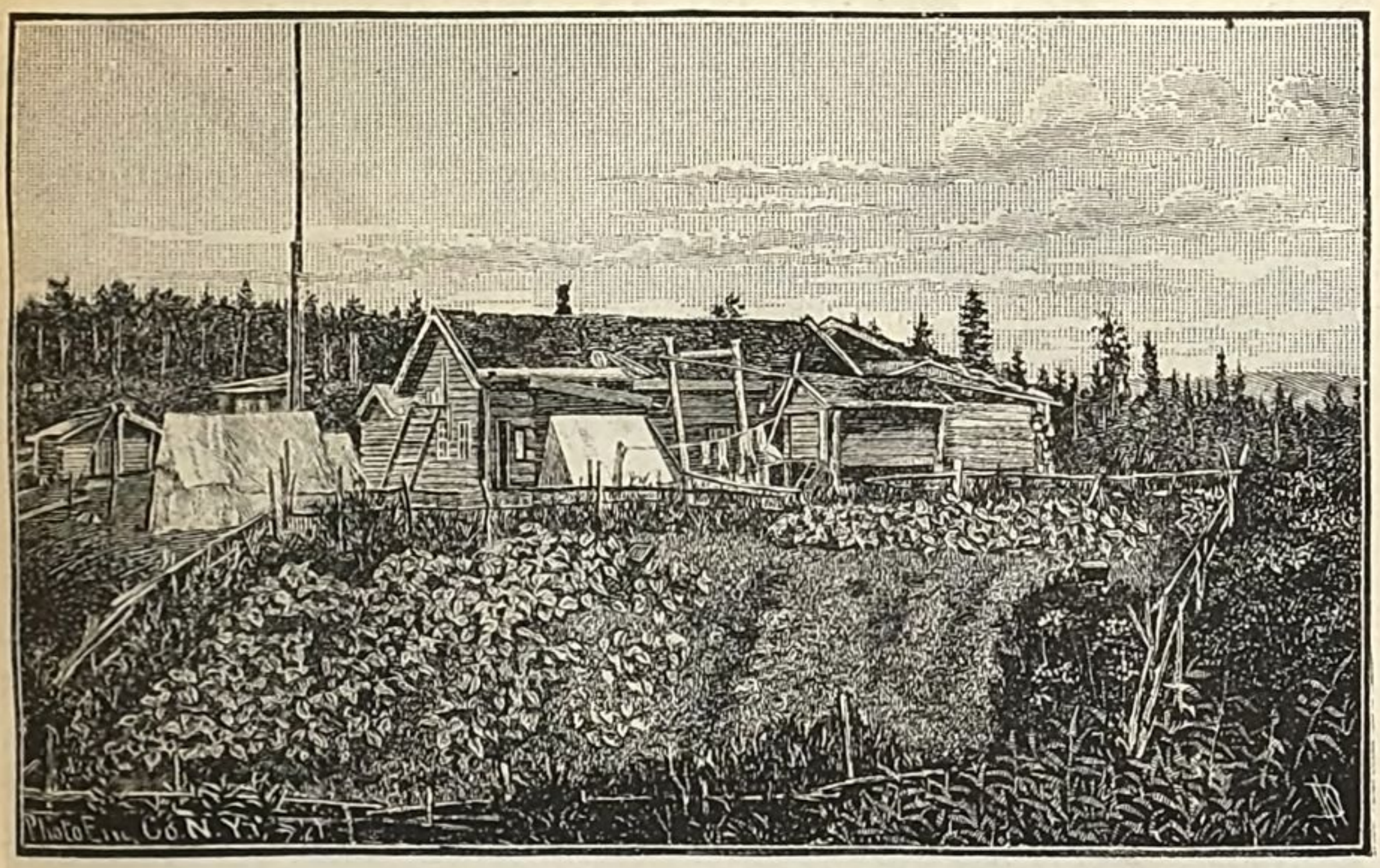


FIG. 34.

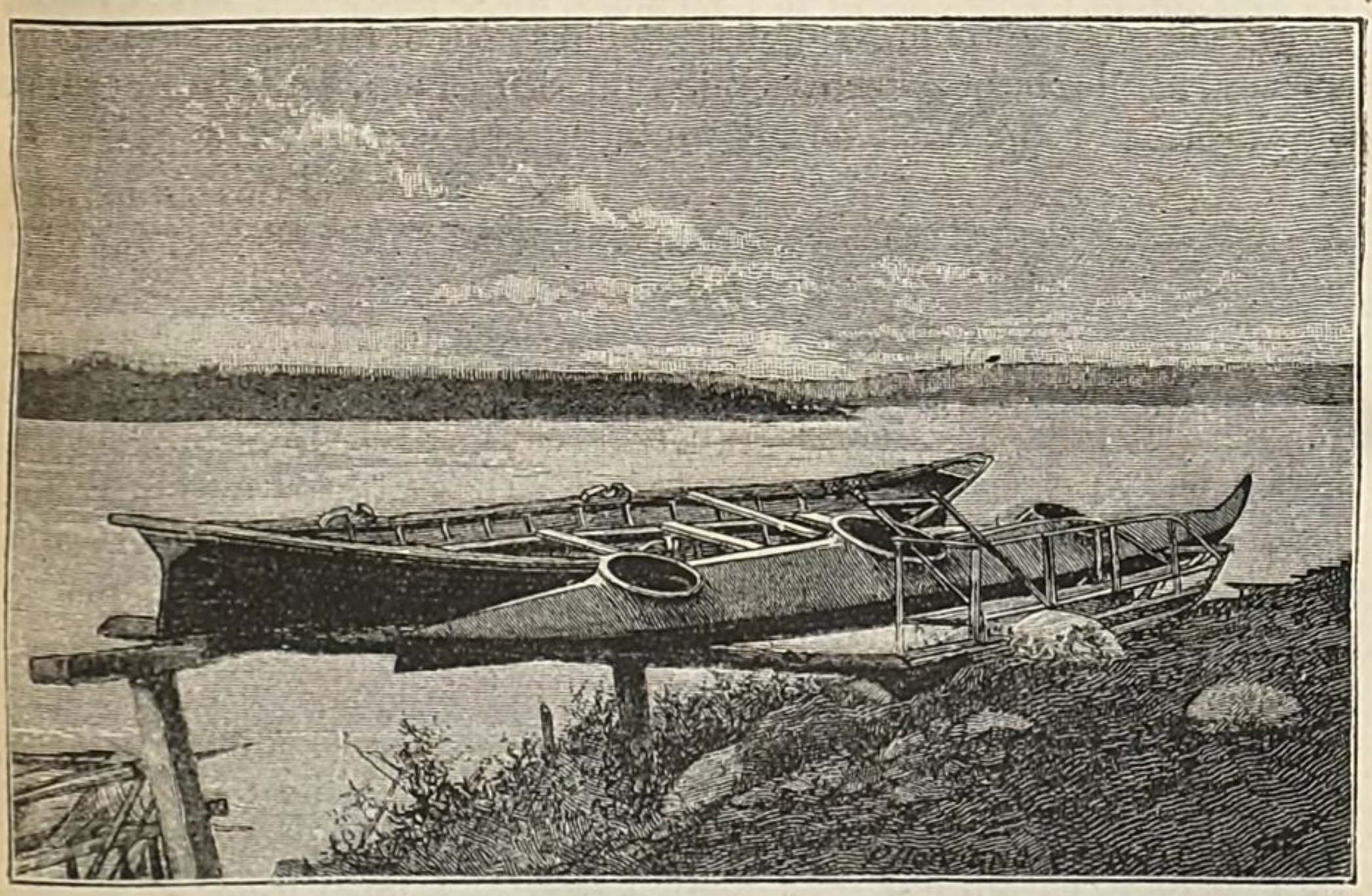


FIG. 35.

Fig. 35 is a view of the means of transportation used in this part of Alaska both in summer and winter, the two boats explaining themselves by the figures, while in the foreground is the usual sledge of this part of the Yukon Valley to its mouth. At this point also commences

the Esquimaux dogs used with the sledges, all those previous being of the Indian variety, a smaller, but, I believe, a hardier variety.

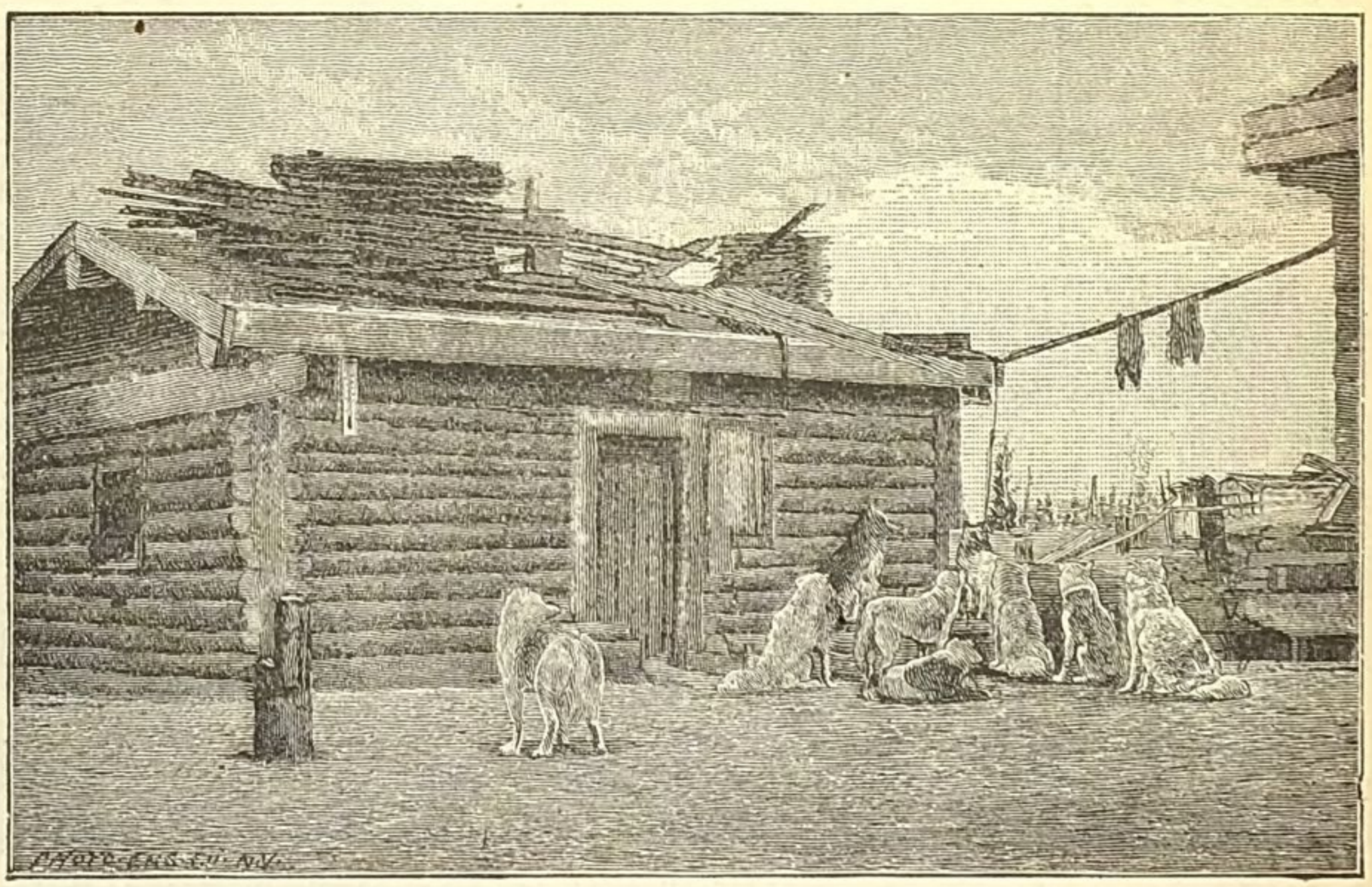


FIG. 36.

Fig. 36 is a view of a group of these dogs, there being over 50 at this station, having been collected by Mr. Ed. Schieffelin, a mining capitalist prospecting on the river, for his winter's use in sledging.

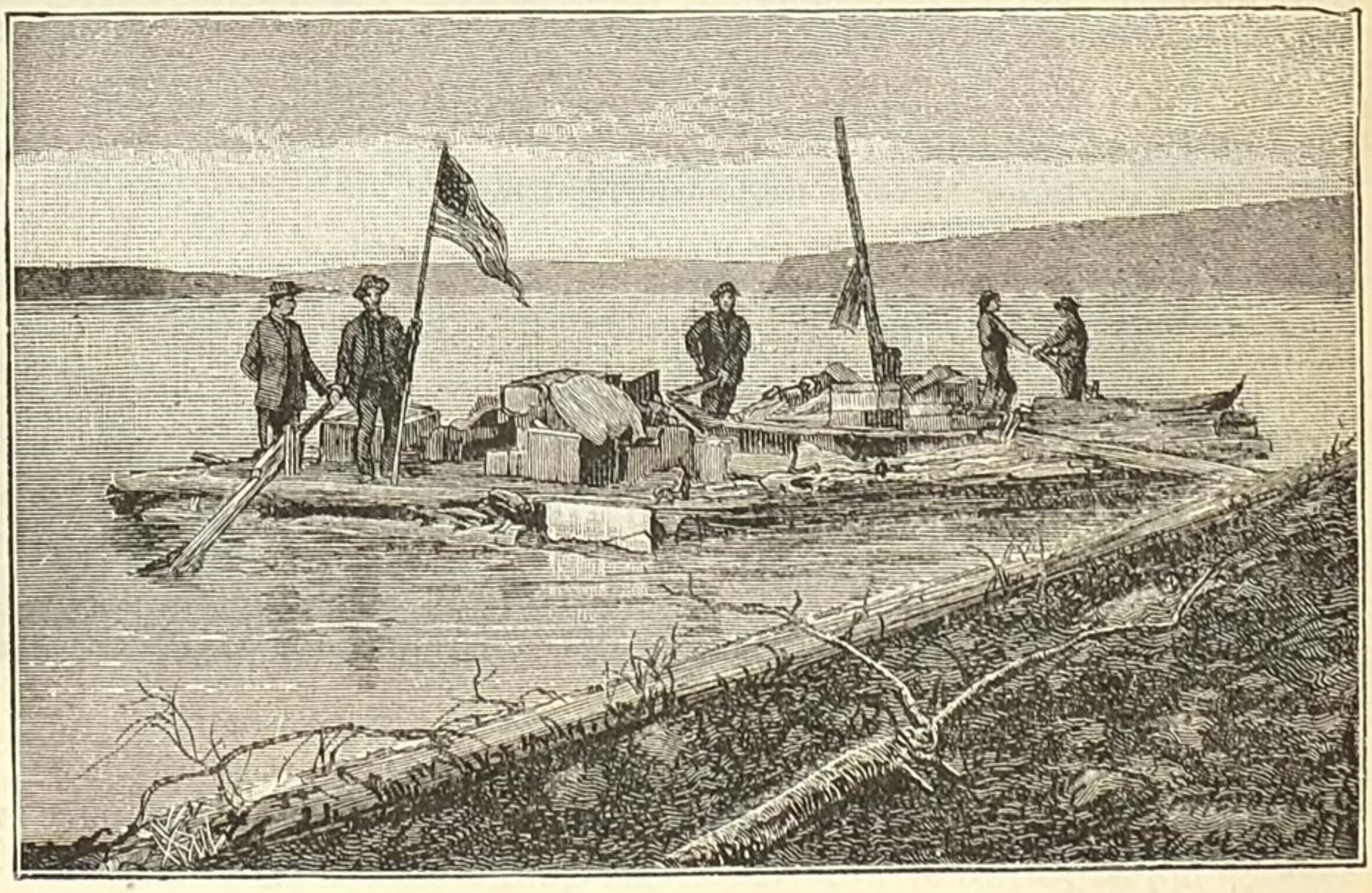


FIG. 37.

The subject of procuring sufficient food for so large a force of animals was a serious one, and Mr. Harper informed me that he expected to kill a number before winter. Their sustenance is wholly dried salmon, for which the white traders pay a cent apiece in trade. Among these fish so furnished is found the king salmon, the variety well known as the best for general canning purposes.

Fig. 37 is one taken of the raft at the point where it was abandoned. At Nuklakayet we obtained a 12-ton "barka" (as it is called by the traders of the river), which is really but a small decked schooner of that capacity. There were no sails except a small flying-jib, and it was my intention to float down the river with the current as I had with the raft, except such small aid as I might get from the jib when the wind should be favorable. I might here add, however, that the usual wind was from the general direction we desired to go, and, as already stated, of a steady tempestuous character.

We remained over at Nuklakayet the 7th of August, transferring from the raft to the "barka" and preparing the latter for her drift.

The 8th the voyage was resumed, and made 37 miles by drifts, being aided on occasional bends of the river by the jib. Private Roth of the party was a good sailor, and his services were in much demand in this hybrid system of navigation. We found it much harder to get near shore in the "barka" so as to go into camp than it had been on the raft. It was also much more cramped, but in compensation for this we could keep dry during the rainy weather and to a great extent protect our more valuable property from the same, and we certainly needed this protection, for the weather during the rest of the month was the most continuously bad of any summer weather I have ever experienced. Mosquitoes were still very numerous, and we were either getting so used to them that they appeared so or they were really less aggravating than on the upper half or two-thirds of the river.

Starting early on the 9th with a light wind in our face we had just reached a wide open part of the river, not over a mile from camp, when this breeze increased to a gale, with white-capped waves 3 or 4 feet high, and so strong as to hold the "barka" almost at a stand-still even in this strong current. We were compelled to run for an anchorage, and here remained until 4 p. m., when we drifted some 7 or 8 miles, the wind dying to a calm, and the mosquitoes consequently as numerous as ever. I found that day that the "barka," turned broadside to a head wind, drifted much faster than when head or stern on, and this fact afterwards saved us many miles in our navigation. I afterwards ascertained that the traders on the river secured this without effort by suspending a heavy anchor or large bucket or basket of stones from the sprit so as to hang in the water. We secured the same result by constant work at the stern oar, aided by the hatchways used as sails near the stern.

The 8th and 9th we passed very few Indian indications, and, in gen-

eral, it may be well to remark that for some distance on either side of a trading station the Indians seldom are very numerous, being more so at the station itself and at the remotest points from them.

The 10th was a repetition of running ashore and poling off, as the wind came up or died down. About a mile below Camp 51 we passed an Indian village of log-houses and tents on the north bank, holding probably fifty to sixty, there being a large fish-weir or trap on the head of the island directly opposite. These Indians, even after many years' intercourse with the Russians previous to our possession of the country, seem to know nothing of the method of catching salmon by gill-nets and the ease and rapidity of the same. Again, about 2 o'clock in the afternoon, another village of about the same size was met on the head of one of the numerous islands, engaged, as before, in fishing.

On the 11th we drifted to Camp 53, the weather disagreeable in the extreme, and but few Indian locations being noticed.

On the night of the 11th–12th a small river steamer came to our camp, having put up below a few miles and then steamed up to our position, upon hearing of our presence. It proved to be a small river boat built by the Scheiffelin party of miners, and as they were leaving the country it had been purchased by three of the traders of the Alaska Commercial Company, who had become dissatisfied with their treatment by that company, and were proposing to start a trading company of their own. It is called the "New Racket," and, with the "Yukon" and "St. Michaels" forms the entire steam fleet on the river. The latter is, however, comparatively worthless.

All day on the 12th we were passing Indian villages, houses, graves, encampments, &c., probably representing 250 to 300 or 400 people, the greater majority of whom seem indisposed to stir, owing to the inclement weather. At 3.30 we passed the Indian village of Sakadelontin of the map. It was preceded by a number of coffins in trees, the first of this character seen on the river. Heavy gloomy weather prevented photographs on a most interesting part of the river.

On the 13th we passed the mouth of the Koyukuk, the largest northern tributary of the Yukon River, I believe, although little or nothing is known any great distance beyond its mouth. The Indians on its shores have the worst reputation of any from Fort Yukon to its mouth, but as they have uniformly brought vast numbers of furs to the nearest trading posts, the traders have been perfectly willing to leave their country unexplored and allow them an unmolested possession. Some of the outrages of the Koyukuks are spoken of more in detail in the subject of Indians. I do not believe, however, that they would resist a force of twenty or twenty-five well-armed men attempting to explore and investigate their country.

The night of the 13th–14th raged one of the severest gales we encountered on the river.

The 14th we reached Nulato, a point of considerable importance with

reference to the history of the old Russian Fur Company, it being their furtherest outlying permanent trading station on the Yukon River. It has been the scene of a number of massacres and murders spoken of under the head of Koyukuk Indians, and at the date of our visit was abandoned, owing to a murder of a Russian trader that had occurred some two or three years before, and that had unsettled the peaceful relations between the whites and natives. Nulato shows much finer construction in its buildings, erected by the whites, than any encountered on the river so far, but they were rapidly being torn to pieces by the natives since their abandonment.

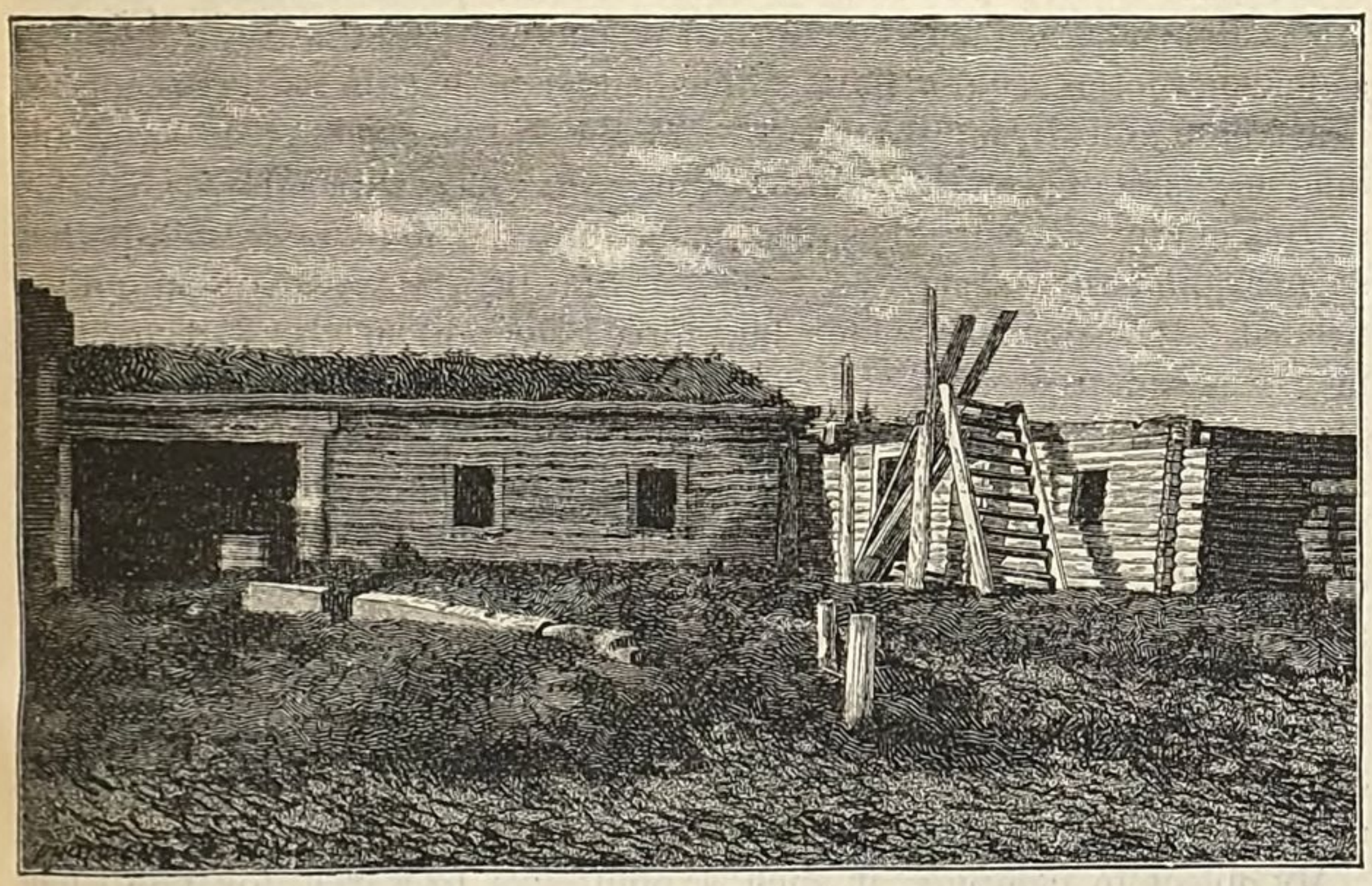


FIG. 38.

The 15th of August we left Nulato. On the same side of the river, and about a mile below this point, is a large permanent Indian village of about twenty-five or thirty houses and caches, and inhabited by probably sixty to one hundred people when the trading stores were running, but now nearly deserted. A number of Indian villages were passed during the day in making Camp 57, but most of them seemed thinly populated. The despicable weather, the removal of the trading stores, and the hunting season, may all be charged with this apparent discrepancy between houses and people. From about this general section of the river to its mouth the influence of Bering's Sea, and even the Pacific Ocean, commences to be felt. The ground does not freeze to such great depth, and in many places, especially southern exposures, the thawing of the summer is equal to the depth of frost in winter, which insures partial drainage, and the tundra land, though still existing, becomes less marshy and impassable to walking, and travels into the interior becomes possible. From the Koyukuk band, already spoken of,

on down the stream Indians are found who make annual inland hunts in summer time to secure reindeer and other game, instead of remaining religiously on the river, as may be said to be the case above these points in that season.

From near Kaltag to the mouth there is no high land on the southern bank, except that that can be seen in the distance in the way of low, isolated peaks and short mountain ranges, while, with the exception of a few short stretches at the mouth of a small creek, the land on the north bank was high and often precipitous even to the water's edge. I think it not improbable that Kaltag was an ancient mouth of the Yukon, and it has since filled in the shallow shores to the present delta. So shallow is Behring's sea on its eastern or Alaskan shores that the *débris* and sediment of the Yukon have formed outlying shoals for a distance of nearly 100 miles from the beach, and across these shoals of sand and mud no vessel of even the lightest draught can pass with safety. During storms of any intensity the water lashes up the mud from the bottom so near, and this serves as a useful warning to vessels when most needed. It is this fact which has forced the port of the Yukon River nearly a hundred miles to the north in Norton Sound (Fort Saint Michaels), where vessels of reasonable tonnage can have ready access, and to reach this they pass in and out of the Aphoon, or northern mouth. I believe, however, that a much better port could be found somewhere on the Kusiloak or main mouth of the river, which has never been given a proper hydrographic and topographical survey.

The 16th of August the wind and rain were so strong from ahead that I remained over, being at a point on the river where the whole channel was in sight, obstructed by no islands, and which I might mention as being an unusual occurrence.

My object in camping at such a point was to watch for the river steamer "Yukon" to take the "barka" in tow, she being unable to proceed out to sea, having, as already stated, no sails.

On the 17th we drifted about 25 miles, there being but little of interest to chronicle.

The 18th we made Camp 59, and the 19th drifted but nine hours, owing to the heavy head gale, which, continuing next day, we remained over.

The 21st of August we camped (No. 61) at Hall's Rapids of Raymond's map, but beyond a few ripples near the northern bank and an increase of rapidity in the current where the river narrows, there was nothing to indicate them.

The 22nd we reached Anvic, a trading station of the Alaska Company, kept by Mr. Fredericksen, who treated us very kindly. He had had a good deal of trouble with the Shagelook Indians recently, and was talking of abandoning his station if it continued. A number that had come down to be baptized by the priest had cut open a couple of skin boats to show their feeling, and had it not been for the friendly tribes at the

station he thought he would have been robbed, and possibly murdered, in case he made any resistance.

The 23d the steamer "Yukon" overtook us and took us in tow, the remainder of the voyage being uneventful, but the survey of the river being kept up to the Aphoon mouth.

On the 30th of August Saint Michaels was reached and on the 8th of September the schooner "Leo," that had relieved Lieutenant Ray's meteorological station at Point Barrow, came into Saint Michaels and through the kindness of that officer passage was secured to San Francisco, where the party arrived October 5. On September 17 the party landed at Oonalaska, in the Aleutian Islands, and remained several days studying and compiling data regarding the Aleuts, which will be found in the proper subhead.

It might be proper in closing this report to speak of those to whom I found myself under obligations from time to time in the prosecution of the enterprise.

Of course to the members of the party itself for their untiring devotion in their several departments is due the greatest praise. The part of this report devoted to Indians, the most important in a military sense, is due almost wholly to Dr. Wilson, the surgeon.

Beyond these I should like to mention Brevet Maj. Gen. Frank Wheaton, colonel Second Infantry; Lieut. C. A. Williams, Twenty-first Infantry; Collector Morris, at Sitka, Alaska; Wm. King Lear, Wrangell, Alaska; Captain Vanderbilt, Killisnoo, Alaska; Mr. Carl Spuhn, Killisnoo, Alaska; Mr. Downing, purser, "Idaho," P. C. S. S. Co.; Captain Carroll, commanding Idaho, P. C. S. S. Co.; Mr. Greenberg, of Portland, Oregon; Mr. G. J. Mitchel, of Portland, Oregon; Mr. Robert Habersham, of Portland, Oregon; Captain Petersen, commanding Alaska Company's river steamer "Yukon;" Mr. Henry Neumann, agent Alaska Company's Station, Saint Michaels.

Respectfully submitted.

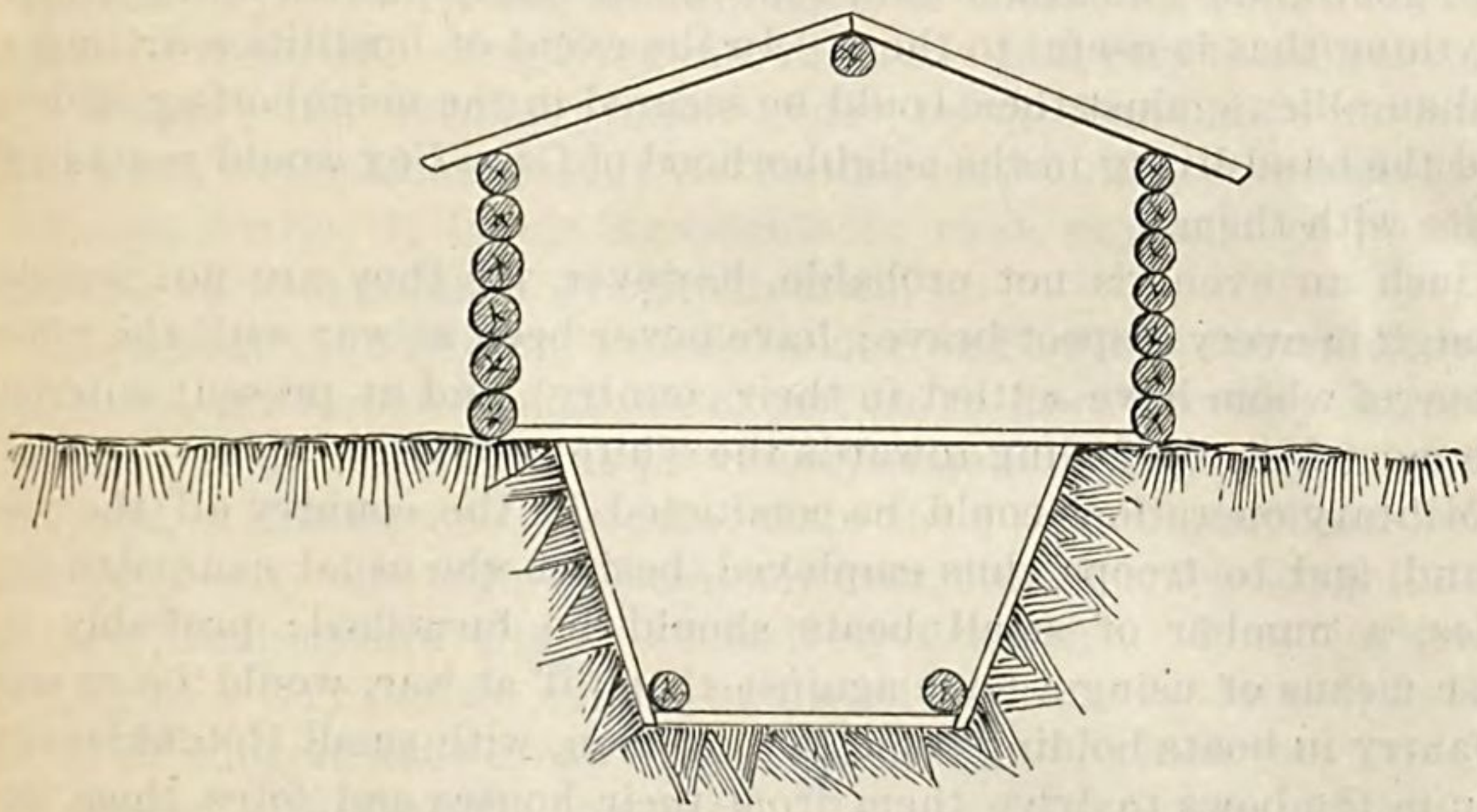
FRED'K SCHWATKA,
First Lieutenant, Third Cavalry, Aid-de-Camp.

DESCRIPTION OF INDIAN TRIBES.

TONGAS INDIANS.

This tribe of Indians, subdivided into two bands, the "Crows" and "Wolves," inhabits that portion of Alaska situated about 40 miles north of the boundary line of British Columbia, along the so-called "inland passage." They live on Tongas Island and on the north side of Portland Channel, the principal village being on the island. From Dixon Entrance to their villages would be a run of about three hours for a moderately fast steamer. The habitations are permanent and situated near the water, and as the neighboring country is mountainous, rough, and mainly composed of islands, any approach, except by water, would be impracticable. A free communication, however, is kept up throughout the adjacent waters by means of canoes, propelled by paddles and sails, and of various sizes; those used in war having an average capacity of about three tons.

The houses themselves, which are built after the cross section as shown here, are provided with a cellar about 6 feet deep and 20 feet



square, used principally for storage purposes, but sufficiently commodious to afford the inhabitants protection against rifle bullets in case of an attack.

The tribe numbers about 600 souls altogether, about 200 being warriors, of whom the greater majority can be called able-bodied, and are

provided with some description of fire-arm. These arms are for the most part Hudson Bay Company muskets, part flint-lock and part percussion, only a few being the more mo lern magazine-gun. The supply of ammunition is poor, and at present obtained from the English at Fort Simpson and the salmon cannery at Boca Inlet.

In case of war with this Government it could be obtained from Fort Simpson and vicinity.

Their country is well timbered, producing a variety of berries and sufficient grass for military stock in summer but not in winter. It presents fair prospects of gold and silver, and abounds in mountain sheep, mule deer, black and brown bears, while the waters adjoining furnish large quantities of salmon, halibut, clams, mussels, and sea-weed. These last named articles—the fish being eaten both fresh and dried—are the principal articles of food; the supply of which is secured mainly during the summer, and, with the addition of a few clams and mussels, affords them a means of subsistence in winter. In case of war, during the summer they would have to rely on the game in the mountains, while in winter, as they have no domestic animals except the dog, which would furnish them food for only a few weeks at the longest, the question of starvation would soon prove a serious one. White men's clothing is universally worn by the tribe, who would be compelled to use furs should the supply of clothes be cut off, and these could not be obtained in sufficient quantities to last any length of time.

Ka-too-nah, now calling himself "Ebbitts," after the old chief, who died about two years ago, is their head chief, and exerts considerable influence, not so much, indeed, though as the two "medicine men," Nah-goot-klane and Kach-wan, who can be easily bribed, however, with anything that is useful to them. In the event of hostilities arising, no Indian allies against them could be secured in the neighboring country, and the band living in the neighborhood of Cape Fox would most likely unite with them.

Such an event is not probable, however, for they are not warlike, though in every respect brave; have never been at war with the whites (none of whom have settled in their country), and at present entertain the most friendly feeling towards the white people.

Military operations could be conducted in the country all the year round, and to troops thus employed, besides the usual campaign supplies, a number of small boats should be furnished; probably the best means of using a force against them, if at war, would be to send infantry in boats holding from 20 to 25 men, with small Hotchkiss cannon in the bows to drive them from their houses and force them into the mountains, where they would be unable to secure sufficient food to keep them long. A small steam launch, to overtake and capture their canoes, which are as fast or even faster than small boats, would be an effective auxiliary.

CAPE FOX INDIANS.

Kast-wan is the head chief of these Indians, both in time of war and in peace, and exerts a powerful influence over the subchiefs and the entire people. At present they have no "medicine man," the old one having died only a short time ago and no one yet appointed. When the services of such an individual are necessary, however, one is called in from their neighbors, and his opinions are eagerly listened to and his suggestions observed. The tribe numbers about 250 souls altogether, with nearly 100 warriors, most of whom are able-bodied and provided with some sort of fire-arm. The flint and percussion lock musket introduced by the Hudson Bay Company is the pattern of gun most frequently met with, only very few of the men having the improved rifles now generally in use. Ammunition is poorly supplied, and obtained from Fort Simpson and the trader at Boca Inlet. In event of war with the United States, Fort Simpson would be the only source.

Their principal village was situated until quite recently in the immediate neighborhood of Cape Fox, but since the establishment of a fishing industry by white men at Boca Inlet this has been moved there, only a short distance from the cannery. The distance from the village to Dixon Entrance can be made by a good steamer in about four hours.

The region of country occupied by the tribe is in the southern portion of Alaska, not far from the northern boundary of the British possessions on the Pacific coast. It consists mainly of islands and headlands, with small channels intervening and intersected by numerous salt-water inlets.

The country is rough and mountainous in character, with numerous streams of fresh water emptying into the sea. It is very thickly covered with timber; the so-called yellow cedar being found in abundance, though not to the same extent as further north. The soil itself is by no means fertile; it being impossible to raise any sort of produce, although various kinds of grasses flourish.

Throughout the adjoining waters salmon and halibut abound in great quantities, the former to such an extent as to have recently attracted the attention of white men, as previously stated. Various wild animals are found in this region; deer, mountain sheep, and black bears being most frequently met with. These, however, are not much sought after, as these Indians are almost exclusively fishermen. They engage in hunting to a very limited extent, and rarely venture far inland, having a kind of superstitious dread of the dense forests, which they imagine are peopled with strange creatures. As a rule they are industrious, many being employed now by the whites, and eager to improve their condition. Many appeals have been made for schools, the benefits of which having been seen and appreciated through their intercourse with the natives at Fort Simpson and vicinity, where indeed many good results have been accomplished. The dwellings of this tribe are permanently

situated along the salt water, and so similar in construction to those used by the Tongas Indians as to require no repetition.

The principal article of food besides fish is a variety of sea-weed, which is gathered during the summer, carefully dried in the sun, and pressed into slabs and cakes. This is combined with fish oil when eaten, and not only supplies the place of our many varieties of food, but is considered quite a delicacy, notwithstanding the fact that its odor alone would warn a civilized individual, and one not over-fastidious, against even tasting it. Besides these articles of diet various other supplies, such as are used by miners and others out of civilization, are obtained from traders. No domestic animals are found among them, except the dog, which is not employed in any useful capacity, and as food, in the event of their being obliged to abandon their usual sources, would not serve them long. The style of clothes worn by the whites has been universally adopted by this tribe, these articles being obtained from the same sources as their ammunition and other supplies. Should these sources be cut off, no little difficulty would be experienced in finding suitable garments as a substitute. Communication overland through the country is never resorted to, the only means of transportation being in canoes, which are built of cedar, and not only beautifully modeled, but very light and swift. These are propelled by means of paddles and sails, and so skillfully as to enable these people to venture on considerable journeys.

The feeling of these Indians toward the white people is in every respect most friendly; they have never been at war with the Russian Government or with our own, and hardly realize that such a thing exists. An active campaign against them could be conducted all the year through unassisted though by any neighboring Indians as allies, for the Tongas tribe would undoubtedly unite with them. As the country differs in so few particulars from that occupied by the Tongas, the only unusual campaign supply, in case of war, would be likewise a number of small boats. These should be sufficiently large to accommodate about 20 men and a small cannon in the bows to force them from their houses, and by guarding against an escape by water it would be difficult for them to hold out long.

STICKEEN INDIANS.

This tribe for many years in direct intercourse with the white people, has, as is usual, not only derived many lasting benefits therefrom, through a keen desire to learn and improve their condition, but on the other hand many of the vices and corruptions of civilization have likewise been acquired.

The various whites who have entered the country, except perhaps miners, have invariably been attracted by trade, so that as a protection to themselves these Indians were forced to become shrewd and sharp-

witted, which traits are very apparent in their character with only a short acquaintance. As a rule they are of a very superior intelligence, and have always manifested great eagerness to acquire civilized improvements, both in the manner of living and in working. Civilized clothes are generally worn, and the plain varieties of food indulged in by frontiersmen accepted.

The territory which they occupy lies near the western boundary of British Columbia, distant about a fourteen-hours' run from Dixon Entrance. It is limited to Wrangell Island and the district of country along the Stickeen River, which stream has its source in British Columbia, and flows thence in a southwesterly direction through the American possessions into the sea. The country is very generally mountainous, and well timbered throughout, the yellow cedar flourishing luxuriantly. The soil itself is not fertile, but more so than the country to the south, and the season too short for any except the hardier varieties of vegetables to mature. Potatoes can be grown here, and in fact are cultivated in considerable quantities by the Indians. A few years ago gold was discovered near the headwaters of the Stickeen River in such quantities as to attract universal attention and draw many men to the vicinity. Fort Wrangell, situated on the island, and at present unoccupied by troops, was the depot for supplies and the starting-point for the mines. Here many prospectors, industrious and otherwise, spent the winters, awaiting the approach of warm weather, so that a marked impression has been left on the Indians by their presence. In those most susceptible, and these are largely in the majority, the taste for alcoholic stimulants was not only given a great impetus, but has actually become a craving. As a remedy for this, restrictions were instituted against the introduction of liquor into the country, which answered in a measure, but when the Indians found it impossible to procure a supply they began the manufacture of a compound of their own, from molasses, called "hoochenoo," which has necessitated customs regulations against this article as well.

The principal village of the tribe adjoins Fort Wrangell, and consists of a number of well-built houses. These are made of planks about 3 inches thick, and each plank as a rule shaped from a log by hand.

They are then set on edge and nicely fitted together, while a roof of bark, with a hole for the smoke, protects the inmates from the weather. The floor is of dirt, and in consequence uninjured by the fire in the center, over which the simple diet of the household is cooked.

Their principal article of food is fish of various kinds, such as halibut, salmon, codfish, and herring, all of which are found in abundance in the adjacent waters. Besides these, they also employ the inner soft bark of a species of cedar, large quantities of which are collected and stored away for winter consumption. Many of the plainer articles of food, such as are consumed by frontiersmen, are sold them by traders, as stated before.

The tribe numbers about 800 souls altogether, with probably 300 men who would be capable of bearing arms in the event of an universal outbreak. The fire-arms which they use are generally the old Hudson Bay musket, but many are supplied with the modern repeating rifles, though not of the latest patterns. The number of these improved rifles found among this tribe is far greater than any other along this part of the Territory on account of their long intercourse with miners and the close proximity of the Cassiar mines, where many of the Indians were employed and paid, directly and indirectly, with arms.

In 1876 an Indian from Fort Simpson started a school at Wrangell and very soon gathered about him almost 100 pupils. At this time the post was occupied, and a soldier, impressed with the eagerness of the people to learn, made an appeal for a competent teacher. This, after some delay, was responded to, and a good school opened shortly afterwards, which has continued to prosper and increase in average attendance to such an extent as to require the services of two or three additional teachers. Many good results are manifest, through the influence of the school and teachers, for in many cases the young girls have been taken away from their mothers, who, according to their customs, consider them an article of trade, and frequently sold them to white men. Cleanliness, a virtue so little thought of and cultivated by most Indians, has likewise been instilled into the minds of the attendants by the same means.

The tribe is not warlike, and at present is very friendly toward the whites, although a number of years ago they captured a trading schooner and murdered the crew. A general outbreak against the whites has never occurred, and the only difficulties have been occasioned either through disagreements in matters of trade or on account of a too free indulgence in liquor.

The presence of a gun-boat has always inspired them with great awe, and they have the greatest respect for weapons of warfare superior to those employed by themselves. In the event of actual hostilities boats of some description would be necessary, as they are very generally provided with large and well-constructed canoes, and are thorough masters in the art of navigating them. No refuge could be obtained away from the sea-shore where they could secure sufficient food and other necessities for existence, so that a campaign against them would in consequence be very near, if not wholly, on the water. In regard to the name of this tribe and river, several who have had occasion to mention them in writing, have seen fit to adopt different ways of spelling, and some go so far as to spell the name of the river different from that of the tribe, although the pronunciation in no case is affected. It is variously written as Stakhin, Stakhine, Stikine, and Stickeen, the last being adopted here as giving the most exact idea of the sound.

SITKA INDIANS.

Sitka or New Archangel, as it was called by the Russians before the purchase of the territory by our Government, contained about 1,000 inhabitants, one-third of whom were Russians. It was then the great center of trade and commerce for the country, but since the transfer of the fur interests to Americans the place has been abandoned as a prominent commercial point. It is situated on the western side of Baranoff Island in a picturesque harbor leading out to the open sea, distant about fifteen hours' run from Dixon Entrance by the outside passage, and from twenty-five to thirty hours by the Inland Passage through Peril Straits.

These Indians, who have given their name to the town and harbor, have their principal village adjoining the town, and, like their brethren who live further south, have always given evidence of a superior intelligence and independence. They are naturally indolent, however, and fond of dress, and exert themselves to hunt and trade in order to gratify this fancy. Their houses, as a rule, are well and substantially constructed of logs, and through the influence and suggestions of different naval officers, of late the sanitary condition of the surroundings has been much improved by the digging of gutters, which carry off the accumulating filth and water. At first this tribe was opposed to the change of governments, as Sitka became immediately quite insignificant, but they were soon afterwards reconciled and have been since very friendly.

Having the Russians for so long a time in such close proximity has left its impress on this people in several ways. There were intermarriages, and the offspring of these unions have generally remained in the country, so that now there is a very marked trace of Russian blood throughout the tribe. As these foreigners were not always the very best class of citizens, the manners, customs, and habits acquired of them by the natives are not those to be most admired. On the other hand, schools were established very early in this century, but did not amount to much until 1820, when they were taken in charge by a naval officer, who superintended them for fifteen years. After this they became very efficient, under a creole by the name of Etolen. All educational advantages were taken away at the time of the Russian exodus, and for about ten years afterwards no attention was given to the subject; in fact it was not until 1880 that a school was established on a firm basis. This has continued to prosper, and now, as a better means of securing attendance and removing the boys from bad influence at home, a boarding department has been established. The tribe numbers now about 1,000 souls in all, of whom about 450 are capable of bearing arms in case of a general disagreement. They are, however, not warlike in disposition, though brave enough when occasion arises, and like all their neighbors, have acquired an inordinate taste for alcohol in some shape or other.

Before the strict regulations against the introduction of liquor were instituted, no event could be celebrated, no ceremony complete, or expedition undertaken without the interested party first indulging in such quantities of liquor as to render the party wholly unfit for anything. The native drink of "hoochenoo" supplied the necessary stimulation for some time after the customs regulations were instituted, but as the principal ferments for the manufacture of this have recently been prohibited as well, drunkenness is not so prevalent. As a result of this inclination and their long intercourse with traders as well, honor is not considered an attribute sufficiently worthy of cultivation, and, indeed, never enters into the mind of most of them. No insult can be offered them so deadly that cannot be atoned for by a pecuniary recompense of some nature.

The fire-arms employed by them are as a rule the same as those mentioned before, namely, the old Hudson Bay Company muskets, some flint and some percussion, with very few improved rifles. The supply of ammunition, obtained from traders, is poor in quality and in quantity, and, as it is only purchased when needed, would be entirely cut off in the event of war with this country, except, perhaps, by making the journey to Fort Simpson. This source could hardly be taken into account, however, as the distance is considerable, and their only means of transportation is by canoes, which, indeed, are large, well built, and ably managed by their owners.

Civilized clothes, except, perhaps, shoes, are worn by this tribe, and they likewise purchase many articles of food from traders. Fish is their principal food, halibut, cod, and herring being found abundantly, the last in such quantities as to be secured by means of a simple implement similar to a rake. They merely whip the water with this and rarely fail securing a fish on every prong. The country adjoining does not differ much from that already spoken of, being a net-work of islands with salt water channels and inlets intervening. It is generally mountainous and thickly covered with timber, and produces only the hardier varieties of vegetables and other produce.

The principal animals hunted are deer, mountain sheep, and mountain goat, the horns of which furnish them material for the manufacture of ladles and spoons, which are oftentimes very curiously carved, while the wool affords them material for making blankets.

The influence and popularity of a chief among these Indians depends largely on his liberality, it being a custom among them to give what is known as "potlatch" when an individual desires to secure favor. This is a kind of feast where each guest receives a present, and as much as $500 worth of blankets are known to have been distributed at such a gathering.

Many outbreaks have been threatened by this tribe, arising mainly through the influence of liquor and the natural viciousness of some influential man with the idea of bettering his condition. In 1877, after

the withdrawal of the troops, considerable excitement was occasioned by the threats of a chief, known as "Sitka Jack," but the appearance of a gun-boat quieted this without any bloodshed. As friendship, unaccompanied by any prospect of reward, is by no means a characteristic trait of these Indians, bribes of some kind judiciously made would at least prevent the neighboring tribes joining as allies, provided they did not feel aggrieved themselves, and perhaps secure them as a valuable aid to the whites.

The medicine man, or "shaman," as he is more generally called, exerts a strong influence with the people, and as his skill is exerted more especially against evil spirits, and in determining important questions, than in curing disease, it would be a great aid, in the event of war, if he could be inspired by a spirit who would at least not be an enemy of the white people. This tribe of Indians have always had the reputation of being the worst of all the Thlinkets, and although it has never engaged actively against the Americans as a tribe, nevertheless, to the Russians, it was for a long time a discordant element and the cause of many bloody feuds. The natives looked with hostility upon the erection of the first permanent post in this region, Fort Archangel Gabriel, near the present site of Sitka, and in less than two years afterwards called a council on one of the islands for the purpose of devising means of driving out the Russians.

In May, 1802, the fort was attacked, the inmates driven out, and over thirty people killed. The remainder took to the woods and were only saved by the opportune arrival of an English vessel. Later in this same year many Aleuts and Russians were attacked in one of the numerous bays and only the commander and some few Aleuts escaped. A sensational story is told, partly true, no doubt, of the Indians fortifying themselves on a rock, the present site of Sitka, defending it with two cannon previously captured, and only evacuating it, without surrendering, however, after exhausting their supply of ammunition. This occurred in 1804, and the Indians are said to have killed a number of dogs and even infants to prevent them giving an alarm, and before leaving their position succeeded in killing and wounding many Russians. This hostile feeling was very embarrassing to the new settlers, not only on account of their being constantly in imminent danger of losing their lives, but the natives also could not be induced to trade, and even maintained this determination until about 1815, after which a more friendly feeling arose. As the country occupied by these Indians is so similar to that previously mentioned, the character of a campaign and the unusual supplies needed would be essentially the same, and as there are likewise very few trails inland such a campaign would undoubtedly be near, if not on, the water.

KOOTZNAHOO INDIANS.

In regard to the spelling and pronunciation of the name of this tribe various ways are employed, arising from a difference in the interpretation of the sound by different individuals, owing to the extreme difficulty of learning the language. It has been variously spelled Kootznahoo, Koutznou, Kootznoo, and Kooshnoo, which, in almost each case, would convey nearly the same sound. The tribe is divided into two bands, the Kootznahoos proper and the Neltooskins, each of which is composed of many families, and occupies a separate village on the western shore of Admiralty Island between Point Gardner and Point Retreat. The Kootznahoos have their principal village near Kootznese Head, at the mouth of Hood's Inlet, while the Neltooskins, about two hundred and fifty in number, live about 12 miles south of this. The country, like that previously described, is mountainous and rough, thickly covered with timber, and surrounded in every direction by water. The run from Dixon Entrance could be made by a moderately fast steamer, in from eighteen to twenty hours. This region abounds in various kinds of game, the ones principally hunted by the natives being deer and bears. The soil is generally moist, thickly covered with moss, and not especially adapted to the cultivation of the ordinary garden produce, notwithstanding which, however, the Indians raise considerable quantities of potatoes and turnips.

The houses occupied by them are built permanently near the water's edge, of logs and hewn timber. Most of them are provided with cellars, and, as a rule, are absolutely bullet proof, but would necessarily be abandoned if the attacking force were provided with the lightest forms of artillery. Regular streets, lanes, and alleys separate the different houses, which are generally surrounded by small gardens, planted in well heaped-up rows, to allow of ample drainage, as the rainfall in this region is very considerable.

Strips of bark are stretched across from the fence on each side so as to present the appearance of a net or snare to the ravens, which are very numerous and, unless some such device is resorted to, prove very destructive to anything like a garden. The adjoining waters abound in many varieties of fish, those found in greatest abundance being salmon, halibut, cod, and herring. At Killisnoo quite an extensive establishment is in operation for the curing and packing of cod and herring, and has not only proved a pecuniary success to the originators, but has given the Indians employment, and has thrown them more intimately in connection with the white people. These Indians have seen and appreciated the advantages of education, and have made numerous requests for the establishment of a school in their neighborhood, but up to this time one has not been opened.

As a rule they are industrious and willing to work, although very prone to dictate their own terms of pay, and especially apt to stop work

when injudiciously paid beforehand or when they have their employers at a disadvantage and see an opportunity of improving the terms. Their ideas of anything like a business contract, notwithstanding a pledge be given, are very crude indeed.

Besides furnishing them food, they have to rely on the water for communication with their neighbors, through the medium of their large and well built canoes, as there are very few trails inland, and these are not made use of except perhaps by hunting parties. The various kinds of fish already mentioned, grease and oil obtained therefrom, pressed seaweed, the inner bark of the spruce and a certain edible root, together with potatoes, which they raise, are their chief articles of food, independent of the white people; but they also rely on the trading stores for various other articles. Ample provision is made for the long winters by securing quantities of these same articles which are stored up in their houses. The clothes which they wear are such as are used by the whites and are universally preferred to those made of skins, notwithstanding the fact of their being well versed in the art of tanning, and could manage to get along in this way, though indifferently, in the event of their supply being cut off.

The tribe numbers from 600 to 800 souls, with from 250 to 300 men who could be considered as able-bodied. The old flint and percussion lock musket of the Hudson Bay Company is the pattern of gun most generally in use, together with quite a number of percussion revolvers and very few, if any, magazine rifles. Ammunition, as well as the various other useful articles which they buy, is obtained from Killisnoo, which place would be shut off should trouble occur with this Government, and then their nearest source would be at Fort Simpson. Each of the two subdivisions of the tribe has a separate chief, Kanalkoo being the head chief of the Kootznahoos, over whom he has not a great deal of influence, while Kahchutka occupies the same position among the Neltooskins, who, with the subchiefs as well, have great respect for his opinions and suggestions. In the event of hostilities these two bands would in all probability unite, although they might not, as a difficulty occurred between them some twenty years ago, since which time there has not been the greatest friendship manifested. The head chiefs in such an event might likewise be changed, for, in a quarrel which occurred a few years ago with the Stickeens, the tribe was led by a Kootznahoo woman, known as "Feather Legs."

In regard to the medicine men, each band has one or two, and their influence, though almost lost among the Kootznahoos proper, is very strong with the Neltooskins. These shamans are supposed to be inspired, but nevertheless are essentially mortal, and resemble the rest of the tribe so closely that a well-directed bribe, should occasion occur, would not fail in producing happy results.

This tribe of Indians, as a distinct band, have never been at war with the Russian Government, and have had but one serious difficulty with

the United States, which happened a little over a year ago. Several of the men were employed by the Northwest Trading Company on a small steam launch in catching whales, and one man was killed by the accidental discharge of a bomb-gun, used for hurling the lance. The Indians, instigated by a woman, it is said, saw in this an opportunity of gratifying their avarice, and immediately demanded two hundred blankets as a consolation for their grief and recompense for the death of this member, and, in order to make their demand more emphatic, took forcible possession of two white men, held them as hostages, and threatened to kill them unless their demands were complied with. These claims were, of course, considered absurd in every respect, and the Indians were informed that their villages would be destroyed unless the men were given up. This threat was looked upon in the light of a joke by the tribe, who had no real appreciation of the character of a gun-boat and the guns with which one is ordinarily provided, consequently they showed no inclination at all to comply. A small tug-boat was then equipped with a crew and arms from a Government vessel, and soon afterwards opened fire upon the village. At first the shots were well directed entirely over the houses, so as to allow the occupants ample time to escape, after which several of the houses were destroyed, more for the moral effect than from any desire to injure their property. After this the Indians were only too glad to listen to reason, and notwithstanding the many adverse criticisms and slurs cast upon the proceeding by numerous papers throughout the country, the general result, as attested by the white men in the neighboring country, has proved most salutary.

The Indians, without sustaining any loss of life or serious loss of property, which would necessarily have occasioned a certain amount of bitterness, now appreciate fully what the white people are capable of accomplishing against them, and since that time have not only conducted themselves more respectfully, but also now entertain a higher regard and a more friendly feeling toward the Government and the white men living in the country.

At this time the tribe threatened to abandon their houses and stores and retreat inland, but manifested no tendency to carry it into effect, which shows that such a proceeding was at least thought of, and at the same time its difficulties fully appreciated. None of the neighboring tribes joined them in this difficulty, and, in all probability, would not do so should occasion occur again, and further, would not unite with the whites as allies unless sufficient inducement were offered in the way of reward. Military operations can be conducted all the year through by water, and as all their belongings are situated so near the sea, a campaign against them, to be successful, would undoubtedly require a number of boats as an unusual campaign supply.

HOONAH INDIANS.

This tribe of Indians, whose name is variously spelled Hoonah, Hunna, Hoonyah, and Hooneak, numbers in all from 600 to 800 souls, with from 250 to 300 so called-warriors.

They have not been thrown so intimately with white men as many of the other tribes of this large family, but through intercourse with other Indians and a few traders, who have been in the neighboring country for many years, civilized improvements in manners and customs have been very generally acquired. They are naturally bright, and from their long experience in matters of trade have become very shrewd; combining this quick wit with an entire lack of scruple, a merchant with no lack of business tact would find himself sadly worsted in a trade unless acquainted with their character. In bringing about a trade all sorts of devices are employed to enhance the value of their furs, and it is said that skins of small value have even been dyed so as to represent a more valuable variety of the same animal. As a rule, they are quite industrious and willing to work for the whites, if paid sufficiently well to suit their own ideas of justice, but if provided with all the necessary comforts in the way of food and clothing they are not greatly distressed on being out of employment. During the summer of 1881 a school was established at their principal village, which was immediately well attended, its advantages being fully appreciated by the older members of the tribe, who had made many requests for one previous to this time. The tribe is separated into two villages, the larger of which is situated on the northeastern shore of Chicagoff Island, at Port Frederick, while the smaller is on the mainland directly opposite. This point is distant from Dixon Entrance a run of about twenty-five hours Their houses are well built of roughly hewn timber, near the water's edge. and, as a rule, substantial enough to prevent the passage of bullets, but would necessarily have to be abandoned should any weapons carrying larger missiles be used against them. The character of the country does not differ from that further south, being mountainous near the water and hilly inland. It is everywhere thickly covered with timber, and generally unproductive unless great labor be expended in clearing and draining. The Indians, however, do cultivate gardens and raise considerable quantities of potatoes, which vegetable holds a very important place among them as an article of food. Deer and bears are found throughout the country, and are hunted for their skins and meat. Besides this game, their chief reliance for food, except what they obtain from traders, is in fish, cod, herring, halibut, and salmon being found in abundance. Many seals are also caught in the adjacent waters, the flesh of which is likewise used as food. The fire-arms found among them are the Hudson Bay Company muskets, flint and percussion lock, also some percussion pistols of a very old pattern, but very few improved

breech-loading rifles. Ammunition, together with other useful articles, both of food and raiment, is obtained at Killisnoo, which source in the event of war with this Government would be denied them, and as there is no other point near at hand it would be very difficult for them to find another source. Traders furnish them with material for their clothes, which are, in pattern and kind, such as are worn by white men and only purchased when needed, so that, like their ammunition, would be cut off in the event of hostilities. Wealth among them is not reckoned in dollars and cents, but according to the number of blankets an individual possesses, and as these are often bought and stored away, would in consequence prove of great service could they manage to preserve them from harm during a difficulty of any kind.

Communication by land is rarely resorted to, on account of the character of the country and the paucity of trails, so that when they have occasion to make any journeys at all their main reliance is in their canoes. As with all the other Thlinket tribes the custom of holding slaves was formerly very much in vogue, but is now kept up to a very limited extent on account of the influence brought to bear against it by the whites and the difficulty of obtaining them. Formerly the struggles between the neighboring tribes being of such frequent occurrence, the unfortunate captives furnished sufficient numbers, but as these difficulties rarely ever occur at the present time, wherever the custom is maintained, slaves are secured by trade. This method was employed to a large extent, too, as testified by the Indians found among them from tribes far removed. In former times these slaves had very few rights; they could not acquire property or even marry without the consent of their masters, and were distinguished from free men by the absence of certain ornaments generally worn by the tribe. At certain festivals it was the custom to make human sacrifices, the victims for which were generally selected from among the old and feeble slaves, as the younger ones were considered too valuable, and although favorites were often brought forward, yet in almost every instance were afforded an opportunity to escape, and after the festival was over could return without fear of being punished. At the present time such sacrifices are rarely, if ever, made, and slaves enjoy almost the same privileges as others of the tribe.

Kensetl is the head chief of the tribe and exerts a powerful influence, not only over the subchiefs but the entire people. His feeling towards the whites in general is very friendly, and especially so toward the very few who live in the country. These Indians have never been at war with the Russian Government or with our own, but some time in 1860 they are said to have captured a steamer belonging to the Hudson Bay Company.

In time of war the two villages mentioned before would unite together against an opposing force, and although there are no Indians in the neighborhood who would be liable to unite with them, yet, on the other hand, would not join the whites, as allies against them, unless suffi-

cient prospect of reward be offered. A campaign could be carried on in this section all the year round, although many difficulties and hardships would be experienced on account of the cold winters. Considering the fact of their supply of food being obtained chiefly from the sea, and their homes being almost at the water's edge since the earliest times, they would experience great difficulty in sustaining themselves if compelled to abandon their houses, consequently would not retreat inland, only as a very last resort. Their canoes, in an event of this kind, would be of great service to them, so that a number of small boats would be absolutely indispensable as an unusual campaign supply.

AUK INDIANS.

A short time ago very good prospects of gold were discovered on Douglas Island, situated directly opposite the winter village of this tribe, which created the usual excitement in such cases, and served to bring into the neighborhood the same class of men who ordinarily respond to rumors and reports of like nature. Some of these men are, of course, hard-working, sober, and industrious, but the majority, as a rule, are idle, visionary, and devoid of principle, and being disinclined to work are thrown more intimately with the residents. Such was the case, in this instance, with these Indians. Living very near at hand and being attracted still nearer by the presence of the whites, they had nothing to do except to provide for the absolute necessities of life, and besides were not disinclined or in any way slow in imitating the habits of the whites; so that among other things the desire for alcohol, though perhaps not initiated, was quickly nourished, and many disturbances between individuals occurred in consequence. Gold was not obtained in the large quantities at first anticipated, so that many of the men returned. But the effect of their presence is very apparent on the tribe; some remained, however, and still occupy themselves in mining. The rush of people to this quarter of course called attention to the Indians living near at hand, so that an effort was made, in the right direction, to improve their condition by opening a school, which, however, has not yet been permanently established. Douglas Island is in the northeastern extremity of the Alexander Archipelago, separated from the mainland by a narrow salt-water channel, and distant from Dixon Entrance a run of about thirty hours.

A small town was established at the time of the gold excitement which now affords these Indians a convenient place to obtain the useful articles which traders generally offer for sale.

The country surrounding is mountainous near the water, well covered with timber, and about as productive as that situated to the south and already spoken of. It is capable of cultivation, in a measure, with considerable care and labor, so that the hardier vegetables only do well.

Game of various kinds, such as deer, bears, both black and grizzly,

mountain sheep and mountain goats, is found in moderate quantity throughout this section, and is hunted by the Indians for meat and skins. The tribe, however, is more inclined to gain a living by fishing, and indeed do depend on the water for most of their food, as many varieties of fish are caught in the adjoining waters. Salmon, halibut, and cod abound in large quantities, and are the principal articles of diet.

On account of the few trails running through the country, long journeys into the interior are rarely ever undertaken, and when occasion arises to communicate with any neighboring places, canoes furnish them their only means of transportation. These are built well and strong, and of various sizes, the largest being capable of carrying two or three tons. A canoe, in fact, almost takes the place of some one of the domestic animals which are so useful to other tribes of Indians, and to civilized races. No horses, cows, or other animals, except the dog, are found among them, and this last-named animal is employed in no useful way, except perhaps in hunting. As an article of food, were they deprived of their usual supply, it would not serve them for any length of time, so can hardly be regarded as in any way indispensable.

The tribe, whose name is variously spelled Auk and Awk, is divided into numerous separate families, each with its subchief, and numbers in all about 700 souls. Of these, from 200 to 250 are capable of bearing arms, and most of them are provided with some sort of gun, bows and arrows having long since fallen into disuse. The old style of musket formerly sold by the Hudson Bay Company is almost the only pattern of gun found among them, besides a few cap revolvers, and perhaps three or four improved rifles. The main winter village, as stated before, was formerly on the mainland 7 miles distant from Juneau, but as many of the Indians have found employment among the whites, a considerable number now live in the neighborhood of the town. Their houses, as a rule, are well and substantially built, many being provided with windows, and except for the extremely uncleanly condition which usually abounds would be far from uncomfortable.

Ammunition and the plainer articles of food, such as flour, meal of various kinds, tea, coffee, sugar, etc., are obtained from traders near at hand, which sources would necessarily be denied them in the event of trouble, unless they took forcible possession of the stores at the very commencement of any difficulty.

The head chief and two or three medicine men of the tribe exert considerable influence over the people, and are listened to with attention and respect when a difficulty of any sort occurs. They have not, however, the interests of the tribe so much at heart as to be utterly regardless of the value of presents, especially if applied judiciously for their individual use. Their feeling, as well as that of the entire tribe, is at present very friendly towards the whites living in the country, and instead of manifesting any jealousy at the approach of strangers seem very much pleased to have them come in. No time is mentioned of

their ever being at war with the Russians, and no serious difficulty has occurred with the United States, the only disturbances arising being between individuals as a rule, and generally growing out of a too free indulgence in some preparation of alcohol. In the event of actual warfare there are no Indian tribes in the neighborhood who would unite with this people, unless they themselves happened to be offended, nor are there any who would join the whites as allies unless sufficient compensation be offered for their services, and then they would be of doubtful value, as all of the adjoining tribes in this section of country live on very friendly terms. There are enough white men in the country to make a very firm and determined resistance against a general outbreak, and there are said to be one hundred Springfield rifles at Juneau, deposited by the United State Treasury Department, which would necessarily be of great service. A campaign could be carried on in the country all the year round, but many hardships would be experienced on account of the cold. Such a campaign should be provided with boats, as the Indians would keep to the water as long as possible, and would only retreat inland as a very last resort; for, unless able to carry with them supplies of dried fish, &c., they would experience the greatest difficulty in existing, especially so if in the winter time.

CHILKAT INDIANS.

The name of this tribe is variously spelled, but as regards the true way, it would be very hard to give a decided opinion, or claim one as more correct than any other; for, in that case, the same idea of the true pronunciation might not be conveyed to different individuals. A fair idea of the sound is given in the orthography used at the beginning of this description, but various other methods besides are in use, such as Chilcot, Chilcat, Chilkaht, and Chilcate. These Indians, until a comparatively recent date, have kept themselves away from any civilizing influences, and on account of the ill-feeling which they have always expressed toward white men entering the country, have always been regarded as extremely independent and warlike, on account of their leading a more active life, and venturing inland on long journeys. They are undoubtedly more warlike in their character than others of the same family, who have always lived entirely along the water's edge; and this accounts in part for their unfriendly feeling; but the fear of having their trade with the interior Indians interfered with was the prominent reason for their behavior. As traders they are equal in every respect to civilized men, and as honesty is by no means a prominent or characteristic trait among them, to deal with them successfully requires the closest attention. Trade with them has always been eagerly sought after by white men, as they are by far the wealthiest of all these Indians previously described, and through their great energy have the best furs to dispose of. Formerly all trade between the whites on the

coast and the Indians living in the interior had to be conducted through this tribe, as they would, not allow white men to venture inland over their trails, which were the only ones, nor would they allow the interior natives to even come to the sea-coast. In this way they had a complete and absolute monopoly of the trade, and could dictate almost any terms they chose to both parties. Only a few years ago a party of prospectors started out from Sitka, and desiring to go into the interior toward the headwaters of some of the numerous rivers, were forbidden to proceed, and had they persisted would undoubtedly have been subject to insults, if not to positive injury. Recently, however, many whites have settled directly in the country, and although very few if any have made any journeys inland for trading purposes, still many miners have gone over the trails, being even aided by the tribe; and the so-called "Stick" Indians of the interior are seen in the villages near the trading stores.

This change of feeling was due probably to the establishment of different industries in the country by the whites, thus giving the Indians a less laborious but at the same time as lucrative an employment, and the gradual breaking up of the monopoly of trade. This trade with the interior is not yet abandoned, however, as these Indians still continue to make their journeys of fifteen to twenty days' duration, going up to the very head of navigation in their canoes, then strapping the trading material on their backs, and walking until water is reached on the eastern slope of the divide. Here again they use rafts and canoes to carry them to the different villages, and come back loaded with furs. As a rule they are somewhat below the average height, and generally of a frail build; yet with all this they carry a load of 100 pounds without difficulty, and travel over 15 miles during the day. In disposition they are cheerful, being generally fond of jokes, especially so when directed against a single member. They are very avaricious and selfish, even among themselves, no favor being done for each other without sufficient remuneration be made. The territory which they occupy is situated in the extreme northeastern extremity of the Alexander Archipelago. It is on the mainland and at the head of a long salt water inlet called Lynn Channel. This point is distant from Dixon Entrance, for a moderately fast steamer, a run of about thirty-five or forty hours. Near the head of Lynn Channel several small streams find an outlet in the sea, and along these streams were formerly built the permanent villages of the tribe.

Since the arrival of whites among them many of the Indians, as is usually the case, have moved their houses near the trading stores, &c., so as to be more conveniently situated, being employed in many different capacities by the white men.

During the past year two salmon canning establishments were started at Pyramid Harbor, situated near the head of the channel, and a great number of the Indians, though not yet employed in the more skilled branches

of this industry, have found work of various kinds. They can hardly be considered as faithful workers, for they resort to every possible plan to lessen the quantity of work, and at the same time command the same reward; and have been known to steal wood after selling it, and then dispose of the same again as a new lot.

The surrounding country is very mountainous near the sea and hilly inland; everywhere thickly covered with timber, and as a rule very moist, so that in order to cultivate any gardens at all great labor has to be expended in clearing and draining; with all the labor only the few common and hardy varieties of vegetables can be raised, owing to the short season of warm and dry weather. Considerable game is found throughout this region, such as deer, bears, and mountain sheep, and are hunted by the Indians not only for their meat but for their skins as well. From the wool of the mountain sheep very handsome blankets are made by the women of the tribe, which, besides being warm and comfortable, are dyed in bright colors and prove very attractive to the eye. This art is not peculiar to this tribe alone, but they are said to be much more expert, not only in the manufacture of these, but in carving and working in silver, than many of the other branches of this family. Various kinds of fish are found in considerable quantities in the adjoining waters, salmon being caught in such quantities as to have attracted the attention of white men as stated before, though the venture has not, as yet, proved entirely successfull. Trading stores are in operation at these places, however, so that the tribe has every opportunity of providing itself with the various useful and necessary articles, both of food and clothes.

The supply of ammunition and the many other articles obtained in trade are secured from the stores at Pyramid Harbor, which sources would be denied them in the event of an outbreak against this Government. Civilized clothes have been universally adopted by these people, who as a rule buy the material and then cut out the different garments themselves. Should they be denied the opportunity of securing their usual supply of cloth, very little inconvenience would be experienced after a little time, as they have an abundance of furs and are masters in the art of tanning; and besides, many of the different members of the tribe reckon their wealth by the great number of blankets which they have stored away and could make use of in an emergency.

As regards communication between neighboring places, these Indians, though thoroughly versed in the art of building and managing their canoes, do not depend so much upon them for transportation as the other tribes previously mentioned, on account of their journeys taking them inland, where other means have necessarily to be employed. The dog is their only domestic animal, and besides being useful in hunting is occasionally made use of as a pack animal, though by no means to such an extent as among the more northern tribes. The trails which they make use of in these journeys already spoken of, are not very well

marked or by any means free from obstacles, so that in the transfer of a considerable number of men with their belongings a guide would be needed, and considerable work be required in improving the way. As many or all of them cross quite a high range of mountains, a portion of the distance is covered with more or less snow all the year around, which changes in amount according to the season of the year; consequently only after making several trips at the different periods is one capable of stating exactly where the best road is to be found. These Indians are divided into two separate branches, as it were, with a distinct chief over each, but in manners, customs, habits, &c., are exactly alike, and in time of war would both unite against an opposing force. The Chilkats proper have three permanent villages, which are situated in the immediate neighborhood of Pyramid Harbor and at no great distance from each other. The Chilkoots, the other division of the tribe, have one village situated permanently in the Chilkoot Inlet, which is a continuation of Lynn Channel, and affords ample water for the accommodation of very large steamers even. Several of these villages are built near a flat shore, and although the ebb and flow of the tide is not excessive, yet at low water an approach is impossible except for canoes of the very lightest draught. This is a wise provision whether brought about with a motive or not, for the shallow water would prove very embarrassing to the successful management of boats either in approaching or even retreating should occasion demand.

The entire tribe numbers about 1,000 souls, or exactly 981 according to a census of Lieutenant Symons, United States Navy. Among these there are between 300 and 400 able-bodied men, capable of bearing arms and prosecuting an active attack or defense in case of hostilities. The old Hudson Bay Company musket is the pattern of gun most universally found among them, yet quite a number are provided with double-barreled shot-guns, loading at the muzzle and of a very small caliber, so that a bullet can be used with almost the same freedom as shot.

With these very poor weapons these men are very successful in securing game, which can be accounted for by their great energy and an apparent ignorance, certainly a disregard, of any feeling of fatigue, even after climbing the highest and steepest hills, mountains, and cañons in the shortest space of time imaginable. The two divisions of this tribe, though at present friendly, have not always been on such intimate terms; in fact some years ago each had separate trails into the interior, the use of which was refused members of the opposite branch. Each division as previously stated has its own head chief, who individually exerts a great influence over the subchiefs and the many members of the tribe. Shotrich, signifying "hard to kill," is the name of the Chilkat chief, a very dignified and venerable old man, who ordinarily dresses well, but on important occasions puts on a very excellent suit of blue clothes with brass buttons. These, together with quite a large scar on his cheek, give him an air of great importance and quite

a military bearing. The head chief of the Chilkoots is Don-nah-wauk, signifying "silver eye;" he also is considerably advanced in years but is greatly respected by his entire people. The feeling of these two men, as well as that of the entire tribe, towards the whites in the country is in every respect friendly, and at present do not seem at all opposed to their coming in. On account of their superior numbers, however, and the very few whites dwelling in the region, their behavior is not always what would be desired. Especially is this the case when they are under the influence of liquor, when they become at times very insolent. These Indians have never had any serious difficulties with the United States, the only disputes which have occurred being in regard to matters of trade, and as their power and intention of doing injury was respected by the whites, no great effort was made to enter their territory when they refused admittance. Since the refusal to allow the prospectors to enter the interior country, they have not only allowed several other parties to go through, but have hired themselves out as packers of the numerous and heavy stores generally carried by parties seeking the interior.

As early as the year 1851 a difficulty occurred with the English, who had established a trading post a great many miles distant from their homes, in the interior of the country. This trouble is said to have been instigated by the Russians, which is not very probable, however, as the Indians had a motive in acting as they did, on account of jealousy in matters of trade. They had been, and were carrying on a trade with the Indians living along the Yukon River, even below the mouth of the Pelly, when the Hudson Bay Company established a trading station at Fort Selkirk. This of course presented a serious opposition to their trade, and instead of resorting to the civilized method of reducing rates the Indians considered a confiscation of the goods and demolition of the buildings the best and quickest way of again asserting their monopoly. At this time a Mr. Campbell was the agent for the company, who, with a few men under his employ, were tied while the store was being plundered, and allowed to depart unharmed after the Indians were satisfied. The buildings were then set on fire and completely destroyed, and have never been rebuilt by the English. As will be seen, most all their troubles have occurred in consequence of an interference with their trade, but now, having seen the advantages of intercourse with the whites, they not only conduct themselves more respectfully but do not deserve the reputation of being so warlike or bloodthirsty in disposition. They have the utmost respect for a naval vessel, many of the men having served short enlistments, and are willing to listen to any terms dictated by the commander thereof. In the event of a universal outbreak against the Government these Indians have the will and power to not only make a very determined resistance, but commit considerable damage before any successful operations could be carried on against them.

In carrying on a campaign against them, their villages would necessarily be first considered. These they would have to abandon if artillery were used against them, and, unlike most of the Indians previously spoken of, they would very probably retreat inland, where it would be very difficult to follow on account of a lack of transportation. The trail ordinarily followed being too difficult in places to permit the employment of pack animals, provision should be made at first to prevent a retreat in that direction.

There are no Indians in the neighborhood who would unite with them as allies, nor, indeed, with the whites, unless well rewarded.

TAHK-HEESH INDIANS.

Very little has been known of these Indians until a very recent date, on account of whites being prevented from entering their country and they themselves being kept away from the sea-coast by the Chilkats, with whom, as previously stated, they carry on a considerable trade. It was supposed that they must be in considerable numbers, not only because represented as such by the Chilkats, but on account of the quantities of furs which were brought out in the trading trips undertaken at different times during the year. As no definite idea could be formed of the length of the journeys except from the number of days consumed, it was, of course, not known whether one village or several were visited, or whether several distinct tribes did not furnish the furs. On account of this great lack of reliable information the name given to this tribe by the Chilkats, namely "Stick," is the one by which they are most generally designated; in fact, this apellation is used when speaking of any of the interior Indians. Another name, though less frequently employed, is Si-him-E-na. Among themselves they are known by the name employed at the heading of this description, which circumstance is the authority for its use in this connection.

The tribe, as such, can hardly be said to exist, for instead of being united into one or more villages, it is divided into a number of families, each of which is far removed from another, very much as settlers in a frontier country. As far as is known they never unite for the performance of any ceremonies or dances, and have apparently no bond of union whatever, each member of the tribe being as important as any other. To show to what extent the different members of the tribe are removed from each other, it may be stated that they were first met at the Chilkoot village, previously mentioned, and last seen only a short distance above Fort Selkirk. At this last-named place is a small village, unoccupied at certain seasons of the year, which is considered as belonging to this same tribe. Between these two places, so far removed, only a few habitations were met with, none of which were large enough to accommodate more than two families at the most. On the stream which unites Lake Tahko and Lake Marsh is a substantial looking house built

of logs and hewn timber, with a roof made of bark, presenting quite a civilized appearance in every respect, and evidently the work of an Indian who has had more or less intercourse directly or indirectly with white men. The country over which these Indians wander is very mountainous throughout its entire extent, and presents generally a very barren appearance. About the only timber found is a variety of pine, which can hardly be said to flourish, especially along the chain of lakes, for it grows up a certain height, and then dies, apparently from lack of nourishment, on account of the very rocky nature of the soil. Immense forests of these small dead pines can be seen stretching everywhere in the distance. At certain points they attain a larger size, but are rarely ever seen alive of any great diameter. Very little underbrush exists except close to the water, and there is a great scarcity of all sorts of berries. Game seems almost unknown throughout this region, except bears, principally of the black variety, mountain sheep, and small birds, such as ducks, grouse, &c., which indeed do not abound in any quantities. As the lakes are passed the country presents a less barren appearance; the trees grow larger, and other varieties besides the pine are found. Besides bears and the small game mentioned before, moose are also found in considerable numbers. Very little, if any, fish are caught up near the beginning of the chain of lakes, but down farther, more especially in the streams connecting the different larger bodies of water, salmon abound and are caught in considerable quantities by the natives, who apparently subsist almost entirely on them, the winter supply being dried in the sun without salt, and stored up for use when needed. Besides salmon quantities of grayling abound, which are disregarded by the Indians, who take no pains to secure them, being unfamiliar with hooks, and they are too small to be captured with the spears which are employed by them in catching the salmon. These spears consist of three points, the middle one of which is made of iron, straight and sharpened at the point, while the two on each side are of bone, and barbed with an old nail or other small scrap of iron. These are all separate from each other, and when in use are fastened to the end of a long pole cut especially for the purpose. Small seines are also used in addition to the spears. The appearance of the Indians correspond very closely with the character of the country, for they are the most abject looking beings imaginable. They are clothed in a combination of civilized and native clothes; the shirt generally has the appearance of having been made in accordance with the plan used by the whites, while the pants are of buckskin, the covering for the foot being continuous with the rest of the garment.

In stature they are not much below the average, but invariably present a most cadaverous appearance, as if only half nourished. Notwithstanding this apparently weak condition, they are capable of carrying large packs, equal in amount to those borne by the Chilkats.

Whatever they obtain in trade, such as cloth and articles of food, comes to them through the Chilkats, and they themselves also make journeys to the trading stores at Pryamid Harbor. When an Indian trader comes into the country he gives notice of his presence by building a large fire, the smoke of which can be seen at a considerable distance, and if there are any Indians in the neighborhood they respond to the signal in the same manner. The old flint-lock musket, formerly sold by the Hudson Bay Company, with a few pistols of equal crudeness of make, are their only fire-arms; and as their ammunition is obtained in the same manner as their other necessary supplies an outbreak of their entire number would not be very formidable, unless there are numerous families of this tribe, living elsewhere than along the headwaters of the Yukon River, wbich is not very probable. Their entire number does not certainly exceed fifty altogether. Communication is confined almost entirely to water and is effected by means of rafts and canoes. The last named, on account of the scarcity of timber, are very poorly constructed. The log being originally too small to make a canoe of sufficient size, a piece has to be bound along the rim to give greater depth.

In a military sense, this tribe could be almost disregarded, being so few in numbers and having so little union as to be unable to cause any serious difficulty.

A-YAN OR AI-YAN INDIANS.

Before leaving Fort Selkirk several of this tribe came to meet us with the information that their village was only a few miles below, and that we would be perfectly welcome. It is situated just 12 miles below the mouth of the Pelly River and is apparently very temporary indeed, for the least possible work seemed to have been expended on the houses, which were made of brush and covered above with moose skins.

The tribe lived here, or in the immediate neighborhood, during the warm season, when the salmon are running in the river, and scatter out during the winter, subsisting on game, which abounds in great quantities. As well as could be determined, no provision is made for winter by drying and storing away fish, as is the custom with many other tribes. But the fish, though secured in abundance in the early summer, are generally entirely consumed before the village is vacated. The tribe numbers about two hundred souls altogether, and is divided into numerous families with several members each. The men are almost universally provided with fire-arms, which are mostly double-barreled shotguns of small caliber, which carry shot and bullet with almost the same accuracy. Bows and arrows have not been given up entirely, though in use chiefly among the younger members of the tribe, who are not able to obtain guns.

The Indians are of medium size and apparently good natured and kindly disposed towards the whites, none of whom have settled in their

country, or even venture there for trading purposes, although two years ago a steamboat went within a few days' run of their village. As long as the white men comply with their demands there would be no difficulty experienced, but as they are almost the worst beggars in the world these requests have necessarily to be often disregarded. The chief of this people, called "Kon-itl," is an old and dried-up individual, who probably begs more than any other member of the tribe, and would resign his authority over the people for a large sized piece of tobacco. Civilized clothes are in use almost universally, although leg coverings of moose skin are generally worn instead of trowsers. The supply of useful articles, such as ammunition, plain articles of food, &c., is obtained from several different sources.

The Chilkats, since the earliest times, have traded with these Indians, and obtained from them their best furs. The English up the Pelly River, furnished them formerly with many articles; and during the past few years there has been a trader, who has lived during the winter about 150 miles further down the river. They do not buy many articles of food, but live almost entirely on fish, meat, and a sort of wild pea, which grows quite abundantly throughout this section of country. As long as they have plenty to eat nothing seems to disturb them at all, and they rarely ever manifest any desire to improve their condition by adopting civilized methods of living and working. Considerable journeys are made by them, both up and down the river in their canoes, which are made of birch bark, and as a rule perfectly modeled, being very light and at the same time quite strong. The great skill displayed in the construction of their canoes seems to be entirely exhausted there, for throughout their camp were no useful articles whatever, except an occasional wooden spoon or birch basket of the rudest make.

The adjacent country is mountainous, and abounds in game of different varieties, such as mountain sheep, deer, bears, both black and brown, and moose. The last named animal is found all along the river and furnishes almost all the meat that is eaten by these Indians. The only domestic animal found among them is the dog, which in the summer is of comparatively little use, but during the winter his services are not only employed in hunting, but in drawing sledges, and in even packloads on his back. As a rule, however, a number are hitched to a sled and considerable journeys made over the frozen river, so that their dogs are almost as valuable to them as their canoes, and especially so when the severity and length of the winter are taken into consideration.

As far as is known these Indians have never been at war with the neigbboring tribes, with whom at present very friendly relations exist, and as white men have never ventured into their country for any length of time no difficulties have occurred with them. They are not what might be considered as honorable or even brave men, for they would not dare to approach a white man with the intention of doing him an injury, un-

less in considerable numbers, but would not hesitate to take advantage of one when he least expected it.

They are very superstitious, and have almost implicit confidence in the sayings and predictions of the "shaman," who, as a rule, is a good for nothing individual who gains an easy living by thus taking advantage of their fears.

The territory occupied by this tribe and the Tahk-heesh as well lies entirely in the English possessions; consequently they are of importance, in a military sense, only in respect to the aid they might furnish other tribes who live near the boundary line. The native name of the summer village spoken of before is Ka-Tun.

TAKON INDIANS.

Directly opposite Fort Reliance, a trading post of only two or three log houses, and situated near the boundary line between Alaska and British America, and in the latter, is an Indian village of considerable size. The houses are not substantially built, being of logs and brush piled up, and are placed almost at the water's edge. This point is distant from the A-yan village, mentioned before, about 150 miles, and as the current in the river is quite rapid the journey down stream can be made in less than twenty-four hours without much exertion with oars or other propelling power. If occasion required a trip in the opposite direction not only much more labor would be necessary but much more time would be consumed, as boats would have to be "tracked," the current running about 3½ to 4 miles an hour. The Indians, in their light canoes, keep well towards the shore, in fact as near land as possible, and push themselves along by means of two small sticks held in the hands and used like poles. In this way quite a fair speed is maintained, but not a great distance accomplished during the day, as these Indians, like many others, are generally opposed to violent exercise of any kind in which there is any element of work.

During the past few years a trader in the employ of the Alaska Commercial Company has lived among this tribe, and a steamboat has likewise made several trips to their village, so that they have had opportunities of providing themselves with the many useful articles of food and clothing, and have thus been thrown in direct intercourse with civilizing influences.

The tribe numbers about 100 souls altogether, with from 30 to 35 able-bodied men who are capable of bearing arms. The gun used by them is the double-barreled shotgun, spoken of before, and most of the men have from one to three of these, while some are provided with Henry rifles, although there are very few of these. They are poorly supplied with ammunition, having very little on hand at one time, and their only possible sources are the steamer and trader previously mentioned, the Chilkats, and Hudson Bay Company post on the Porcu-

pine River. During the winter these Indians wander about, occupying temporary houses of moose skins, which they carry with them, and move from place to place according to the amount of game found.

The country is quite well timbered, but the soil is everywhere covered with a thick moss, which protects the ground beneath, so that only a little distance down the ground remains frozen all the year round.

Caribou and moose abound in quantities throughout this region, and furnish the tribe almost their only means of subsisting, except the root of a small vine, containing considerable sugar, which is largely eaten. Quantities of rabbits are also found during the winter and in sufficient numbers to sustain a few men, or at least furnish sufficient fresh meat to guard against any chance of disease, if due care be observed in other respects. Salmon is about the only fish caught to any extent in the river, and as the season only lasts during July and August of each year they are not depended on for food only during those months, and are not dried and stored away for consumption during the winter.

Communication by water is effected by means of canoes, as stated, and also by rafts in going down stream, and by land by dogs, which are made to pack loads during the summer and draw the sleds in winter. White men's clothing has been pretty generally adopted by these Indians, who obtain the cloth and other material from traders. If their supply should be denied them they would experience no embarrassment, as skins of different kinds would then be used and no trouble would be found in obtaining them in sufficient quantities.

The head chief of the tribe is called Chil-tah, who has always manifested a friendly feeling towards the whites and has considerable influence over the tribe. Although this should not always be relied on, these Indians are more under the influence of Christian religion than most others on the river, Indian missionaries having been among them from time to time, and they would have great influence both in preventing war and securing peace. There are several of the so-called "shamans" among them, two of whom have acquired considerable notoriety on account of their influence. One called Ee-nuk is especially well known on account of his vicious temper and his great inclination to stir up the remainder of the tribe into committing various wrongs against the trader wintering at their village. "Joseph" is the name of the other man, but he does not have as bad a character as the first one. The influence of these individuals over the tribe is very strong, but as they practice this art as a means of living the interests of the tribe are by no means foremost in their hearts, consequently well directed bribes would not fai in good results.

In the event of difficulties arising with these Indians the only allies liable to unite with them is a band of this same tribe, not included in this description, who number about sixty and live over towards the headwaters of the Tananah River. Allies against them would be very difficult to secure in this section of country.

In character these Indians are not at all brave or manly, but on the contrary are great cowards, and notwithstanding their many expressions of contempt for the white man and his way of living, yet they have great respect for his power. One determined man could awe a crowd of them if they considered him capable of inflicting injury, but instead of making any resistance at such a time they would wait until he was off his guard. As a rule they are willing and very glad to have the whites come into the country on account of convenience in trading their furs; but last year, on account of their idleness, sufficient game was not secured to satisfy their desires, so that their demands became so frequent for charity and with such insolence that the trader considered it more prudent to remain away this winter.

To carry on a campaign against them troops would have to be brought in by the way of the mouth of the Yukon, and among the unusual supplies needed would be clothing for winter wear, such as is made by the natives living near the mouth, and for use in summer small-meshed mosquito bars as a protection against the myriads of gnats and mosquitoes which swarm about constantly, and to a man weakened in any way as by wounds or sickness, would very much lessen his chances of recovery.

In regard to the name of this tribe, "Takon," which is adopted at the beginning of this description, is, as well as was determined through our interpreter, the name by which they are known among themselves. Among the Ingalik tribes, living further down the river, they are called "Tchi-cargut-kotan."

The native name of the village itself is Nu-kla-ko, consisting of about twelve houses, which seem hardly capable of holding all the Indians; for although the number as counted by Mr. John McQuestion, a trader, was between eighty and eighty-five only, there were evidently many others from the Tonanah country visiting at the time of our meeting them.

KLAT-OL-KLIN INDIANS.

This is a name given to this tribe of Indians by a trader's half-breed Russian interpreter who has lived among them for several years; on what authority is not known, for, although our interpreter could not be considered entirely reliable, yet, as well as could be learned, they, like the Indians just described, call themselves Takon. In manners, customs, and language, they resemble the Takons very closely, but as a rule seem rather more particular in regard to their personal appearance, being somewhat cleaner and better dressed. The village itself, consisting of seven very rudely-built houses, is about 85 miles below Fort Reliance, the river between the two places cutting through a mountain range, and confined generally to one channel, being unlike the country above and below, where many islands and gravel bars present serious obstacles to the successful navigation of steamboats and other craft. About a mile

below this point are several well-built log houses formerly occupied by traders, but have since been abandoned as unprofitable, it being considered wiser, if possible, to make the Indians come to a store rather than locate it in their midst, on account of the inherent tendency among them to covet everything they see. Among the whites the Indian village is known as "Johnny's" after the head chief, while the site of the trading station is known as Bell Isle; at present their ammunition and other articles of food and raiment are obtained from traders who ascend the river in the early summer, and until this winter one has remained in the immediate neighborhood, so that the bad behavior of the Indians at Fort Reliance will interfere with the general welfare of all the tribes living in this section. They were either well supplied with ammunition, or very prodigal of their small store, on account of their expecting the speedy arrival of the steamer, for our approach, as was general all along the river, was hailed by a perfect fusilade of blank shots.

Among other customs of the whites, which are imitated by all these Indians, is that of shaking hands; a small matter in itself, but one that is sincerely regretted when required by every man, woman, and child in the village. In winter these Indians leave the river and scatter out in different directions in quest of game, principally moose and caribou, which, in reality, provide them with their only food. Besides these, however, great numbers of bears are found, particularly of the black variety; also deer, mountain sheep, and rabbits.

While the salmon are running in the river, they settle down at their village, which is situated close to the water's edge, and do nothing but fish. Great skill in the management of their canoes, and keenness of sight are required in order to obtain the supply of fish as they do. A dip net attached to an oval-shaped frame, and the whole fastened to a pole about 10 feet long, is their only means of taking the salmon. One of the family, generally a woman, stands up on the bank, and observing some sort of ripple, or disturbance in the water, which would be totally disregarded by an inexperienced eye, points out the spot to the man, ready, at the water's edge, to start out in his canoe. He then paddles quickly out to the place, sinks his net well down in the water, and generally manages to secure the fish. Whether successful or not he returns to the shore ready for the next fish to appear in sight.

These Indians number about 100 souls altogether, with from 35 to 40 men, who are what might be called able-bodied. They are as a rule all armed with double barreled shotguns, of small caliber, such as have been spoken of before. A very few of the men have the improved rifle, but as the introduction of cartridges into the territory is prohibited, much difficulty would be and is experienced in obtaining a sufficient supply, consequently these guns are very little sought after.

The country along this portion of the river is quite mountainous and well covered with timber, principally birch, spruce, and poplar, both of which grow to a considerable height. The soil is everywhere covered

with a thick moss, which stays moist and boggy through the summer. About the houses at Belle Isle, where the trees had been cleared away, several kinds of grass were growing luxuriantly, reaching a length of about 2½ feet, which would show that with due care and labor certain hardy varieties of produce can be raised.

This band of Indians are very kindly disposed toward the whites, and seem delighted to have them visit their village, more on account of what they can procure from them than from any other reason, as they, like most of their brethren in this part of the country, are continually begging. Anything in the shape of useful articles is acceptable to them, and such things are preferred in every instance to beads and like ornaments.

Tea and tobacco are the articles generally asked for, so that if every demand were responded to for those articles a large enough supply could not be carried into the country. In the event of trouble with this band the only Indians liable to unite with them are those living at Fort Reliance, and likewise a small village below them on the river. The only difficulty that could occur, however, would be through some misunderstanding in trade, or on account of the avariciousness of the Indians, who besides many other faults are very improvident indeed, and when their supply of food is not very accessible, the trader, if one is living in the neighborhood, is expected to provide for them. No white men have settled in the country, and the only intercourse which these Indians have had with civilized men has been with a few traders and some miners. The last-named individuals have not stopped long with them, however, as the prospects of rich discoveries were never so flattering as to warrant any very lengthened stays. The discovery of gold in paying quantities is probably the only incentive for men to enter the country, and were it not that indications are seen all along the river white men would probably never venture in.

To carry on a campaign against this band, troops would have to be brought in by the mouth of the river, and should be well provided with some sort of protection against mosquitoes.

TA DOOSH OR CHARLEY'S INDIANS.

The village occupied by this band of Indians is known among the whites, who ascend the river to trade, as "Charley's" village, and is situated directly on the river, about 75 or 80 miles from the village previously spoken of as "John's;" it consists of only five or six houses, which are built after the general plan of all the native houses on this portion of the river, of sticks and brush; and with just enough room to accommodate the various members of the family, including the dogs, which are by no means few in numbers; had they any other domestic animals to provide for, doubtless an entirely different style of structure would be adopted.

The dog is to them what the horse and other beasts of burden are to the civilized races; and is not only used to pack on his back, and draw sleds in winter, but is employed like the proverbial canal mule in drawing their canoes up stream, not, however, when a single member wishes to go on a journey, but when any number of the family moves, with the various household goods, &c. These Indians number in all from 40 to 50, and undoubtedly belong to the same tribe as those living at Belle Isle and Reliance, for they resemble them in almost every particular, and have separated doubtless on account of some difficulty which occurred years ago. All the men are armed with the same kind of shot-gun as other Indians along this part of the river, and their ammunition is obtained from the same source, which is principally the steamboat, which makes the annual trips already spoken of. This point on the river is about 130 miles from Fort Yukon, and is at the limit, as it were, of the hilly country; for only a few miles beyond the country flattens out, and the river divides up into almost countless channels, with islands of various size between. Considerable game is found in this section, moose predominating in numbers, and furnishing to these Indians as well their main supply of food during the winter. In summer they live in their village on the river and devote themselves to catching salmon, which run in sufficient quantities to feed them at this time, but their means of catching them are too primitive to admit of their being caught in such quantities as to furnish them a winter's supply.

In regard to the timber of this region, it is the same as that spoken of previously, the birch being the only wood used in the manufacture of any useful articles, principally in the construction of their canoes, which are very light, durable, and beautifully shaped. A frame work is made of a light wood, generally birch, which is securely fastened together with moose-skin string or roots of the spruce, split. A covering is then made of birch bark, fastened, wherever joints occur, with stitches made by splitting small spruce roots, which are very flexible, and the cracks are then closed with pitch, put on with a firebrand, in the same way that solder is used. White men's clothes are universally worn by these people, who buy the cloth from traders; but should the supply be cut off, no great difficulty would be experienced in finding a substitute, as they can procure sufficient furs to answer every purpose of dress without very great exertion.

The head chief of this band is known among the traders as "Charley," and his feeling toward white men is very friendly. His influence over the tribe is as a rule quite strong, but generally these men are quite independent and only consult their own individual interests, consequently any bribe or reward which would improve the pecuniary condition of single members would be accepted without regard to the general welfare of the remainder of the tribe. They hold very friendly relations with the bands of Indians living above and below them on the river, and are particularly pleased to have white men come among

them. At the time of our meeting them there was a miner living at their village waiting for the arrival of the steamboat, and he spoke of having been very kindly received and hospitably entertained.

This, as well as the other tribes of this section, have peculiar ideas of right and honor, for while apparently never hesitating for an instant about making away with anything which happens to please them, provided it be not stored away, yet if "cached," as it is called, away from the owner, they will not touch it, and are said to regard this with such respect as to almost starve before helping themselves to any food so cached.

In a military sense these Indians are of little importance on account of their small numbers, and even should they join any neighboring tribes as allies, they, as is shown, would not swell their ranks very largely.

In regard to the name which is used at the heading of this description, it is one employed on the authority of a white man, who had lived among them some time; but this name is not very generally in use, especially among the whites, who generally speak of them as Charley's Indians.

FORT YUKON INDIANS.

The principal village of this band of Indians is at Fort Yukon, an old station of the Hudson Bay Company, which was abandoned shortly after the purchase of the territory from the Russian Government—as soon, indeed, as it was determined that the site was on American soil. All that remains of the old post are three of the bastions and a portion of the stockade, with a few of the buildings, all of which are slowly disappearing as firewood for the steamboat. This is the only portion of the river within the Arctic circle, the few miles on each side of the old post, and would hardly have been recognized as in such a latitude, at the time of our visit, for the weather was extremely warm, in every respect like that of the temperate region in summer. In reality these Indians have not what might be called a principal village, for they rarely stay any length of time in one place, but wander over the country between the Porcupine and Yukon Rivers.

When the trading steamer is expected, they come into Fort Yukon in considerable numbers to dispose of their furs and obtain various useful articles. This section of country is entirely different from that previously drained by the river, for instead of being mountainous in every direction, is absolutely flat, with not a single hill in sight anywhere. The river spreads out into numerous narrow channels and sloughs, with a width in some places of almost 7 miles. It has the appearance of the delta at the mouth of a large river, and unless one is familiar with the different channels, different places on either bank may be passed by without in any way discovering the error.

The number of Indians of this tribe is reckoned by men who have had considerable intercourse with them, as between 100 and 110 and although much less than this number were assembled at Fort Yukon when the steamer passed, many villages, though small, were encountered above and below, the inhabitants of which belonged to this same tribe.

All the men are provided with guns of some description, the prevailing pattern being a long double-barreled shotgun of small caliber. Some few of the old Hudson Bay Company flint and percussion lock muskets are seen, however.

The country about abounds in game of various kinds, such as deer, bear, caribou, and moose, the last-named animal furnishing the natives their chief article of food. Especially is this true in winter, when the river is frozen over, and indeed no fish running up stream in any quantities. During the summer this tribe occupies villages at different points either on the mainland or on islands in the river, and devote their time to catching salmon, which is about their only food.

Civilized clothes have been very generally adopted by these Indians, who prefer such garments, when able to obtain them, to their own, which were made of moose skin and ornamented in different places with bright colored pieces of cloth and beads. Their supply of cloth and other necessary articles such as ammunition, cooking utensils, plain food, &c., is obtained from traders who ascend the river from stations below, and also from the Hudson Bay Company, which has a station some distance up the Porcupine River. In former times, before the Territory passed into the hands of the United States, Fort Yukon was one of the most important if not the largest post on the river. Certainly more trading was done here than at any other point, for Indians from different tribes came from every direction to trade, and boat-loads of goods were sent down the river as far as the mouth of the Tananah River. At the present time it is not a desirable point for a trading station, consequently is not occupied, so that this tribe, though formerly thrown very intimately with the whites, is now almost completely removed from any civilizing influences. At the time of the English occupation an effort was made to improve the condition of the tribe by teaching them the rudiments of knowledge and instilling into their minds the precepts set forth in the Bible. Not much progress was made in this direction, however, other than teaching them a few hymns, which were sung with great energy by the Indians, who had not the faintest idea of what it all meant. Being naturally fond of music they are very ready and willing to embrace any such opportunity of exercising their voices.

The English are said to have had gardens and have been very successful in raising certain kinds of vegetables during the brief but hot season. Their example has not been imitated by the Indians, however, who have apparently made very little progress in this direction. The head chief of this tribe, called Senatee, as will be seen by his photo-

graph, is quite a dignified and old individual, with a countenance by no means prepossessing. He not only has great influence over his immediate tribe, but is known by all the Indians in every direction at considerable distances up and down the river, and what he suggests is respected by the various tribes. Even the traders appreciate his power, have been in the habit of allowing him a certain amount of goods to trade for them, receiving in return a very small equivalent for their value, as the idea was not for pecuniary gain but to propitiate this man. As there are at present no white men who are living permanently in the country no difficulties of any sort can occur, but should they enter and settle for any reason these Indians would receive them kindly, for their feeling is in every way friendly. Senantee, though apparently very proud of his authority, is very kindly disposed in every respect and seems glad to deal with white men.

In speaking of small villages above and below Fort Yukon, temporary fishing villages were meant, as throughout this flat country Indians are not found at all permanently established, and the only idea the English had in establishing a post in this section was to get as far west as possible without encroaching on Russian territory. As it was, they were some distance within the boundary, as determined by Capt. Charles W. Raymond, of the Engineer Corps, United States Army. In the event of a campaign being necessary against this tribe troops would have to be brought in by the mouth of the river and should be provided with proper clothing, such as can be obtained from the natives living near the coast, and some sort of protection against the myriads of gnats and mosquitos which render existence almost unbearable during the hot summer months. In fact just as quick as the snow begins to melt they appear and do not leave until after one or two frosts.

There are no Indians who are liable to unite with these men as allies, as all the tribes throughout this region have a separate and independent existence, though a grievance of an individual tribe is generally a common one, and at present could occur only out of some disagreement in trading, as whites are thrown with them only in this employment.

TANANAH INDIANS.

About 300 miles below Fort Yukon, on the south bank of the river, there enters a tributary, which, at its mouth, appears to occupy as much space and convey as much water as the main river itself. This is only apparent, however, on account of the flat character of the country in the immediate vicinity, for although a large stream, it is nevertheless considerably smaller than the Yukon. The river is known as the Tananah, and, with the exception of the two white men, has never been explored to any extent whatever. These two men made a portage across the country from near Belle Isle, and came upon the river 700 hundred miles from its mouth. The river here was about 1,200 yards wide, and

from its general character it was considered that it must have flowed already a distance of over 300 miles. It was descended from here in a frail boat, rudely constructed, and covered with two moose skins, which was in constant danger of being sunk by the numerous sharp snags which were sticking up out of the water. On account of the character of the boat and the great difficulty experienced in stopping when it was desired a too large estimate was undoubtedly made of the distance traveled, though these figures, judging from the amount of water poured into the Yukon and the increase in the rapidity of the current after its entrance, cannot be greatly in excess of the true estimate. Another circumstance which would tend to show that the river at least extends a very considerable distance beyond the point where the white men came upon it, provided they traveled almost directly across country, is the fact that there is a portage which is used by the Indians from the White River across to near the headwaters of this stream.

The White River is ascended a distance of 50 miles, and then a journey of about twelve days is required to reach the river. It is said by traders, who have had considerable intercourse with these Indians, that during the occupancy of Fort Selkirk the Tananah Indians were in the habit of coming directly into that post without making a journey down the White and thence up the Yukon. It is thus seen that there are, besides entering the country by the mouth of the river, three different ways which are or have been used in traveling backward and forward between these two large rivers, which were used by the Indians in communicating with neighboring Indians and traders either living permanently in the country or entering it temporarily for the disposal of their goods. It is not known how long was required in the journey between the river and Fort Selkirk, but probably a shorter time than by the White River. The portage across from Belle Isle requires about ten days, and as there is no other means of transporting goods than by employing Indians to pack, except perhaps in winter when sleds might be used, great difficulty would be experienced in conveying any number of men across, without reducing the baggage, etc., to the very smallest amount possible. This tribe lives all along the river, and has generally had the reputation of being very warlike and in every way averse to civilizing influences. This is true to a great extent, for they have at different times displayed considerable jealousy towards prospectors' setting out with the intention of going through their territory, but on various occasions have expressed a great desire to have a missionary come among them, and have also been very anxious for a trader to establish a post among them. Their country being mountainous, and their life being one of activity, being passed for the most part in hunting game, makes them more inclined to war, no doubt, than other tribes, who lead more sedentary lives, and secure their food with less difficulty; yet they are by no means brave in the strict sense of the word, and like most Indians would not hesitate to take an unfair advantage of an enemy

when he had the least suspicion of any treachery. Their whole number is variously estimated as between three and seven hundred, but those who have had most frequent intercourse with them reckon their number as about five hundred. Of these, all who are capable of bearing arms are provided with a gun of some description, either a double-barreled shot-gun of small caliber, in which a bullet is generally employed, or the old-fashioned musket, which was formerly sold by the Hudson Bay Company. There are very few, if any, breech-loading rifles, and are not sought after on account of the great difficulty in obtaining ammunition in sufficient quantity to supply them, the introduction of cartridges into the Territory being prohibited. They are poorly supplied with ammunition of any sort, the supply being obtained from year to year, as it is needed, from traders principally at posts on the Yukon. In the event of this source being denied them, their only other means would be from the Chilkats or Hudson Bay Company either directly or through the agency of Indians of other tribes. This is by no means an uncommon occurrence, for many of these Indians do not buy goods for their own use, but for purposes of trade, though this is by no means as common as with the natives along the Alexander Archipelago, who seem to take particular delight, as it were, in accumulating wealth in the shape of blankets and other useful articles. These Indians rarely possess more in the way of useful articles than what they carry with them, and have more or less difficulty in always supplying themselves with these. They are, as a rule, however, fairly well clothed in civilized garments for the most part, which they obtain from traders, yet being somewhat far removed from any trading post a good many wear the moose-skin coats and trousers. In the event of their being denied any chance of obtaining cloth, very little, if any, embarrassment would be occasioned, as only little labor would be required in obtaining skins and furs in quantities sufficient to provide for all. Their habitations, except among the Indians living near the mouth, are very temporary, being made of moose skins in the winter, and generally of a lighter or less substantial character even than this in summer. Near the mouth of the river some of the tribe have underground houses, such as are in use among the Innuits, and are called by the Russians "barraboras." The principal game found along this river is moose, caribou, and mountain sheep, which, besides the salmon and whitefish caught in considerable quantities in the stream, furnish these Indians in reality their only food, for were these cut off they would not be able to exist. There are very few edible roots or berries found, about the only thing used as food being the small root of a pea-like vine which contains considerable sugar, and is eaten in considerable quantity. Very little flour or other plain articles of food are bought of traders, chiefly, no doubt, on account of the difficulty in transporting it home.

Their means of communication are by canoes on the water, and by land by means of dogs, packing in summer and drawing sleds in win-

ter. Rafts are not used by them, on account of the rapidity of the current and the great difficulty experienced in managing such a craft. In regard to the subdivisions of the tribe, there are three bands on the lower 300 miles of the river, which would unite together in the event of any difficulty, and are only distinct in the fact of their having separate heads; whether there are any divisions among the Indians living further up is unknown.

The chief of the band occupying the section of the country near the mouth is an old man known as "Ee-van," who has considerable influence over the subchiefs and people generally.

The chief of the band living about 200 miles up, is called "Jack," and exerts only slight influence. Another individual, called the black "shaman," not only exercises authority over this third division, but also performs the office of medicine man among these Indians, and his influence, as such, is very strong indeed. Although it is thought that a missionary among them would completely destroy this influence, not however without danger to himself, as these shamans are very jealous of their power, and are very prone to kill the object of their jealousy themselves, or, as is often done, frighten some members of the tribe into committing the deed. At present there are no whites anywhere along the river, although only a short time ago there was a trading station some little distance up from the mouth, which has since been abandoned.

The trader who lived among them speaks of them as friendly towards the whites and the Indians living in the neighborhood, and if a man shows determination and independence in his treatment of them, there need be no fear of trouble. Individual disputes necessarily arise, and in such an event if one asserts his rights in a bold and firm way the Indian generally gives way. They have, of course, never been at war with the whites, of whom and their Government they know very little, and have the most exaggerated ideas of soldiers from pictures shown them in illustrated papers, and at the same time profess to disbelieve entirely the existence of any such class of white men. The only Indians liable to unite with them in war are some living on the Koskoquien, and a band called Too-clok, who live on a river of the same name, which empties into the Tananah from the west, about 150 miles from its mouth. Indian allies against them could, probably, not be obtained in this section of country.

The seasons would affect military operations in their country considerably, for in the summer ordinary clothing could be worn, while provision would have to be made against the extreme winter cold by providing troops operating against them with garments of fur, which are made and sold by the natives living near the mouth of the Yukon. All the rivers freeze over, so that transportation by water has necessarily to be abandoned and resort had to sleds drawn by dogs, which latter can be obtained in sufficient numbers throughout the whole region. Besides

the fur clothes, an ample supply of mosquito bars should be carried as a little protection against those pests.

The appearance of a body of troops with authority to do with this and many other tribes as it pleased would have a very wholesome effect, as there are a number of murderers unpunished, who, if properly rewarded for their misdeeds, would insure the good behavior of the remainder of the tribe for some time to come.

About two years ago a Mr. Bean ascended the river a short distance and settled there for the purpose of trading. He was accompanied by his wife; and one morning while they were sitting at breakfast, a shot was fired through the crack of the door, killing the woman almost instantly. The motive for the deed was never exactly understood, as no difficulty of any sort had occurred, and the Indians were all very fond of both parties. The Indians said that the shaman, through some influence or other, had conceived the idea that for the good of all a white man must be killed, and so instigated the murder. The man who did the actual shooting was turned over to the only trader in the neighborhood, after he was captured, but the trader being afraid of a reaction afterwards, if the man were punished, did not care to take the law into his own hands, and, in consequence, gave him his liberty.

INGALIK TRIBES.

This name is given to the various families living along the Yukon River and its tributaries, below the so-called "Ramparts," and extending about 400 miles down the river. As regards the exact limits either way it is, of course, very difficult, if not altogether impossible, to mark them, for those bands living in close communication with those of entirely distinct families, by long intercourse gradually adopt certain ways of living, and other improvements in different things over those in vogue among themselves. In consequence of this different authors would be apt to mark the limits at different places, according to the minuteness with which they had observed the smallest details in their every-day life.

From Mr. Fredickson, a trader who has been thirteen years in the territory, it is learned that the last Ingalik village is about 40 miles below the settlement called Anvik. Among the tribes living within this section, already defined, there are one or two which do not coincide in every particular with the Ingaliks proper, a fact which will be noticed further on in speaking of them individually; but they are so similar in manner of living and customs, and occupy regions so contiguous, that in this description very little regard will be paid to the minute and delicate distinctions which could be of no service in any other than a strictly scientific sense.

The country which they occupy is generally mountainous on each side of the river, well covered with timber, principally spruce, poplar,

and birch, and consists mainly of rolling plains, allied to the tundra, so called, of Siberia, except that more or less timber abounds as mentioned before, the ground is everywhere covered with a thick grass or moss, which remains very wet and soggy all the year around, and presents great difficulties to travel unless, as it is during many months of the year, thickly covered with snow. This moss, remaining so wet, is a poor conductor of heat, consequently it protects the soil beneath from the rays of the sun during the few months that it shines brightly, so that the frozen ground does not thaw out at all. With this condition of affairs it can hardly be said to be fertile, though by constant care and considerable work in digging ditches for purposes of draining, certain varieties of produce can be raised.

At Nuklukoyet, a trading station, situated on the river, a few miles below the mouth of the Tananah, Mr. Harper, the trader there, had a garden fenced off, in which, without very much care or attention, he had succeeded in producing turnips of large size and of excellent flavor. No other vegetable of any sort had been planted, but he thought that any of the hardier varieties could likewise be made to flourish and show favorable results.

Several tributaries join the main river along this section, none of which, however, except the Tananah, are of any great size. The Koyukun comes in from the north, and is interesting in the fact that not only quite a large band lives along its banks, but from its headwaters a portage of no considerable length is made to the sea-coast, at Kotzebue Sound. Across this portage, trading goods of different kinds were interchanged between the Innuits of the coast and these interior Indians. Among other things liquor, originally obtained from whalers and other trading vessels, was disposed of to the Koyukuns, who thus became addicted to the use of alcohol before many of their brethren, and from this fact they have acquired considerable notoriety through many difficulties growing out of drunken sprees. Many of these disputes were of course trifling in character, but others were accompanied by fatal altercations.

Some distance to the westward of the mouth of the Koyukun is the Kaltag River, a small but very clear stream, which flows in a southeasterly direction, heading up in close proximity to the source of the Oonalakleet River, which flows into the sea. During the time of the Russian occupation, when Nulato, situated a short distance above the mouth of the Kaltag, was a trading post of considerable importance, the journey between it and Saint Michaels was most conveniently accomplished by means of these two rivers. This was more particularly the case in winter, when both streams were frozen over and the country generally covered with snow.

The distance between Saint Michaels and the Oonalakleet is about 40 miles, and is made in canoes along the shores of Norton Sound, or in sleds, according to the season of the year. The river is then as-

cended to a certain point, where a crossing is made to the Kaltag, and that river is then traveled down to its mouth, from which point it is about 40 miles to Nulato. Somewhat farther down the river the Anvik, a very swift stream, enters from the north, and a portage across country to Saint Michaels is also made from near the headwaters of this stream, occupying generally about five or six days, but a good Indian can make the distance in summer in three.

These rivers are the only ones of importance, not on account of their size, as the Kaltag is a very small stream, but as affording a means of communication, and one that is practicable, between the coast and the different tribes who live along this portion of the river. If resort had to be made to the journey by way of the mouth of the river, especially in entering the country; much more time would be consumed though for the transportation of a large number of men this way would be more practicable.

The principal game found in this region is moose, reindeer, and many different varieties of water fowl, such as ducks, geese, swans, &c.

During the winter the larger game is hunted, and furnishes the inhabitants their chief support in the way of fresh meat. Early in the spring the water fowl put in an appearance, and later on the fish begin to run in considerable quantities in the river. Salmon are caught in considerable numbers, but the chief reliance is in a smaller variety, called whitefish, which is obtained in greater quantities and during a longer time. Just before the breaking up of winter, before the water fowl put in an appearance, there is a season when it is almost impossible to obtain sufficient food of any kind to satisfy the ordinary wants, and the inhabitants, being naturally very improvident, do not profit by past sufferings, to store up sufficient to do them during this bad season; consequently in the past, more than at present, many have died from actual starvation.

In regard to the whole number of people comprised under the heading of Ingaliks, it is very difficult to give an estimate which would approximate the truth on account of the large tract of country occupied by them and the great number of separate villages. In one census report the number is given as about 1,250, and as many as six villages are mentioned as containing a population of over 100, while one is spoken of as containing 700. These estimates were made from the steamboat as it ascended the river, when individuals from all around assembled at different points; so that while, of course, giving a fair idea of the whole number in the region, it overestimates the number of occupants of each village; and as these are in every respect distinct from each other, much perplexity would be occasioned in the event of any disturbance arising. Though not having sufficient time to examine minutely concerning the number of inhabitants in each village, yet as our approach was, as a rule, quiet, and in every way unexpected, we did not pass a single village that could accommodate as

many as one hundred; and as it was more often the case that the inhabitants were away than collected together, the villages almost invariably presented a very deserted appearance. The whole number may be estimated safely as between 1,200 and 1,500, divided among different bands, leading lives independent of each other, except the interchange of certain articles in trade. The relations are generally friendly in most respects, but in the event of a difficulty of one division with the whites, none of the others would join this one out of pure friendship, unless the matter in dispute were one which concerned all of them as a people. Such a disturbance at present could only grow out of some trading interest, as that is almost the only industry which throws them in contact with the whites; in fact with a very few exceptions the only whites who have ever been in this region have been induced by prospects of large profits in disposing of their goods to the natives.

The only miners who have prospected this region are a party who wintered there during 1882, and they not only found the chances of becoming suddenly wealthy far from flattering, but are said to have been actually driven out of the country by the myriads of mosquitoes which swarm in such numbers during the summer season. To give something of an idea of the numbers and annoyance occasioned by these insects, it is stated as a fact, by men who have been in the country any time, that animals are often killed by them, and an argument in proof of the veracity of this statement is shown by the great sores which are produced on dogs when chained in one place for any length of time.

Many of the natives take advantage of the civilized improvements—in the shape of mosquito netting, for instance, which they use as a veil, wearing it coiled around their hats when not in use. As regards these Ingaliks as a class, they are, as a rule, of average height, tolerably well built, but slender, differing in this respect from the natives further down the river. They have long black hair and a complexion brown by nature, but often verging toward black on account of a liberal covering of dirt. In character they are generally pretty brave, but by no means inclined to war, and are by no means so upright or honorable as to hesitate to take an unfair advantage of an enemy. Avarice is a prominent trait in their character and they do not seem to have very much affection except perhaps for their children.

On account of the cold and damp climate, and the constant exposure to which the children are subjected on account of a lack of sufficient clothing, pulmonary diseases of various kinds are very prevalent. Many die of pneumonia, it is said, during the winter, and they all have an appearance as if inclined to consumption. Whooping-cough is very prevalent among the children, which of itself, and with the sequelæ, causes the death of a number.

Last winter there was a severe epidemic of some throat disease, presumably diphtheria, as well as could be acertained from the different des-

criptions. This completely desolated some families, and was particularly fatal among the younger members. All along the river numerous and recent graves were seen, often as if inclosing the bodies of whole families, judging from the amount of space included within the rough fence.

These natives are quite industrious, and as a rule willing to work, but as there is not much demand for their services they do not find much employment among the whites. They are active traders, doing much business, as it were, with the Innuits living down the river and on the coast. They exchange certain wooden utensils, skins (principally wolverine for trimming garments), canoes, and other articles for oil and skins of the tame reindeer, obtained in trade principally from the natives of Asia. The canoes, which they use themselves and trade to the lower river Indians, are made of birch bark, similar in many respects to those in use by the Indians living nearer the headwaters of the river, but they are far more substantially built and not so well modeled. They have to be built on firmer frames on account of being used on rougher water; for the river spreading out in this lower country affords ample space for the wind to create considerable commotion in the water, which would prove disastrous to any craft less substantially made. These canoes afford them during the summer almost their only means of communication, although one of the large skin boats of the Innuits, called a "bidarra" by the Russians, is occasionally seen in use among them. These are propelled by means of paddles and sails and are capable of carrying immense loads.

During the winter, which in reality is the season when they do most of their traveling, their reliance for transportation of their property, as well as themselves, is in their dogs, which are capable of making very long journeys without requiring very much food. The dog is the only domestic animal found among them, and, as is seen, answers their purpose far better than the horse or any other draft animal.

In the section of country occupied by these natives there are two white men permanently settled for the purpose of trading with them. One at Nuklukayet, or, more properly, Tananah Station (the first name being that of an abandoned post situated a short distance up the river), supplies the lower Tananah district and all the region up and down on each side of the river for a a considerable distance.

The Indians generally come in early in the year, so that they are very often collected about the post at one time to the number of 400 or more, and occupy their time in dances and celebrations of all kinds. At other times during the year single individuals come in, obtain what they require and leave, so that as a general thing, the post and its surroundings have more of a deserted appearance than otherwise.

The other trading post is at Anvik, which supplies the natives living along the Anvik River, the Shageluk section, and the country along the river, both up and down. The larger portion of the trading material is brought up on the steamboat at the time of its annual trip in the

summer, although some little, especially articles of food, is brought over the different portages by means of dogs and sleds in winter. From these places the natives obtain their supply of ammunition and other articles, such as cloth of various kinds, for making their clothes, which are in pattern such as are worn by civilized people during the warm weather.

In winter they wear clothes of reindeer skins, which, as stated before, are generally obtained from the natives living nearer the mouth of the river, who seem to be much more expert in the manufacture of their clothing than the Ingaliks. Should these two places be abandoned the only other sources of obtaining useful articles would be from whites living further down, directly or through other Indians.

Considerable flour is disposed of to these people, who in many ways have adopted different civilized improvements. All their uncouth and rude cooking utensils have been very generally set aside, and those obtained from the whites adopted in their places. Tea and tobacco are the articles most sought after, and it is the rarest exception for a trade to fall through if either of those articles be offered in exchange for what is considered as an equivalent in value. The habit of drinking tea was acquired during the Russian occupation, and this race has left its imprint on the inhabitants in many other ways. Wherever the Russians had settlements many of the natives were employed by them, and they were invariably treated with the utmost harshness and cruelty, and had it not been from fear many and serious difficulties would have occurred; in fact many murders were indeed committed, oftentimes innocent parties being the victims.

The subdivisions of these Ingaliks are not made, generally, with any regard to a difference in the habits, customs, ceremonies, &c., as they are all very much alike in these respects, but simply from the different parts of the river which they occupy have they derived different names. For instance, those about Nuklukayet are known by the same name, and so on with the Kaltags, Nalatos, Shageluks, Anviks, &c. As regards those natives living along the Koyukun River, and called by that name, they, by some authors, are not considered as belonging to the Ingaliks, although they speak the same language and resemble them in very many respects. They are, however, considered more warlike, which might be from the fact of their leading a more active life, and by some are considered the most attractive looking Indians of this portion of the country. This last consideration, of course, is a mere matter of fancy, and they might be far more pleasing to the eye than many others, without even then producing a favorable impression.

Each subdivision, or more strictly speaking each village, has its head chief, who is, however, not looked up to with the same veneration as among other tribes, for these people, being very superstitious, have far more respect for the medicine man, or shamans as they are called among them. These individuals are generally very shrewd, and exercise their

talents in curing disease, not for the good of the people, but as a means of living for themselves, consequently they are oftentimes very unscrupulous, and with such superstitious minds to work on, often do a great deal of harm onaccount of thus practicing their tricks and mysteries as a trade; bribes, if judiciously offered, would undoubtedly accomplish all that was required.

The habitations which are occupied by the people are quite substantially built of logs and hewn timber, generally near the water, and are only partially bullet proof some are partially underground, the last named being met with more and more frequently as you approach the region occupied by the Innuits, from whom they have undoubtedly acquired this method of building. The language spoken by the Ingaliks is one peculiar to themselves, and in reality is the main mark of distinction between them and the natives living both above and below them. Many of them have learned considerable of the Russian language, which, combined with their own tongue, forms a patois which is employed in trading. No attempt has been made to improve the condition of these natives by the establishment of schools before or since the departure of the Russians, so that even now they continue to live as ignorant as at the time of their earliest intercourse with the whites. Very little advancement has been made in the way of Christianity, although priests of the Greek church have been among them since the earliest times; yet the natives, while always desirous of being baptized and reckoned as true converts to the faith, nevertheless they have not the smallest idea of what it all means, and in consequence, no beneficial results accrue, such as an improvement in moral tone, &c.

An episode which occurred last year will give a very fair idea of what changes are made on these savage minds by prospective salvation. A Russian priest came up from the mission to Anvik, with the purpose of baptizing a number of Indians, who were to come down from the Shageluk village above and meet him. Previous to this time there had been two trading companies on the river, and one being only just withdrawn the prices given for furs were necessarily immediately lowered, which fact created much feeling among these Indians. As they were to meet the priest at Anvik, it was considered an excellent opportunity to take revenge on the trader at the same time; consequently a plot was arranged by which means several of the men were to be admitted to the store at the same time. The trader was to be bound, and perhaps killed, and the store plundered. Fortunately the plan was disclosed by the Anvik Indians, who refused to lend their aid, and the Indians, finding the trader warned, decided not to make any such attempt. Any outbreak by these men would be in some such underhand way, for a single determined white man can intimidate any number, provided they do not obtain an unexpected advantage. At present, except perhaps in certain matters concerning the disposal of furs, the most friendly relations exist between these Indians and the whites residing in and pass-

ing through their country. Several murders are recorded, the most atrocious being the massacre at Nulato in 1851 by the Koyukuns, which is spoken of as being brought on by the blunt manners of a lieutenant in the English navy.

In reality the Indians had been jealous of the whites establishing themselves permanently among them, and had manifested this feeling on two or three different occasions by destroying the improvements made during the summer by the Russians, and abandoned in winter. In 1851, ten years after the post had been established at Nulato, Lieut. J. J. Barnard arrived there in seach of information concerning the lost Franklin party, he being a member of an expedition sent out for that purpose. Instead of politely requesting an audience of an influential chief of the Koyukuns, he sent for him, which was considered an indignity by the chief, who immediately set about to obtain satisfaction for the insult. Before arriving at the station a Russian and an Indian companion were killed and said to be eaten, after which, before the attack was made on the whites, the native village near by was set on fire, and the inhabitants shot with arrows as they ran from their houses. Notwithstanding all the noise of this the whites were not aroused, and the commander as well as Lieutenant Barnard were killed almost in their beds in attacking the room occupied by two Russian workmen; one of their number being killed created a panic among them, and they thereupon departed. Lieutenant Barnard died before aid could arrive from Saint Michaels redoubt, and his grave is now seen a short distance to the rear of the old post, which consists now of two or three log houses partially fallen down. Last year a Russian was killed by an Indian living at Nulato, and the murderer still goes unpunished, though in constant fear of being killed or otherwise injured by the whites. This murder, though by no means justifiable, is nevertheless accompanied with circumstances more or less extenuating. The Russian, whose name was Ivan Kogenikoff, was held in great fear by all the Indians, not only on account of his naturally quarrelsome disposition, but on account of the very summary manner in which he had avenged a murder occurring farther down the river some years ago, and many of them would have been delighted at the prospect of disposing of him had they dared. One night he was being literally dragged home in a helpless state of intoxication by an Indian whose brother had been killed by a son of Kogenikoff. The Indian, seeing him so utterly helpless and so completely in his power, struck him on the head with an ax, considering the deed justifiable in revenge for the death of his brother.

Bows and arrows have been utterly abandoned by these tribes who are provided, generally, with double-barreled shotguns of small caliber, in which a bullet may be used.

INNUIT TRIBES.

This is a name given to themselves by all the natives, who are more commonly spoken of as Eskimo, and as they extend all along the shore of the Arctic Ocean, as well as along the western coast of Alaska south to Mount Saint Elias, they necessarily consist of a great number of divisions.

These various branches resemble each other in many particulars, but likewise differ in other respects, according to the country which they occupy and the different pursuits followed in obtaining food, &c. They differ widely from the natives of the interior, who are spoken of as Indians, not only in customs, habits, manner of living, &c., but even in their anatomy, showing conclusively that they belong to an entirely different family. Men versed in the science of ethnology, on picking up the skull of one of this family can distinguish it instantly from an Indian skull.

As many as seventeen or eighteen different tribes are mentioned as dwelling along the western coast of Alaska from the neighborhood of the Copper River, including those inhabiting the various islands in Bering Sea and Straits. Of these divisions those living on the island of Kadiak are the most powerful, and at the same time comprise more inhabitants than any other along the coast. They were formerly considered as Aleuts. But at the time of the first visitors appearing among them they were carrying on an active warfare with the natives dwelling on the Aleutian Islands, and differ from them in energy and spirit, being very much less influenced by contact with the Russians than many of the other tribes.

Between the island of Kadiak and the Yukon delta six different tribes are mentioned as occupying the intervening country; they resemble each other very closely, and only differ in certain minute particulars, principally in their vocabularies, certain words being substituted, and slight changes in the terminations of other words being found.

Those tribes living near the mouth of the different rivers have ascended these streams to variable distances, as is seen in the case of the so-called Ekogmuts or Ikvogmutes, as they are sometimes called. These natives inhabit the Yukon delta, and are found along the river a distance of about 300 miles from its mouth. The village of Manki, or Makeymute, situated about 40 miles below Anvik, is the most inland village of the Innuits, and is the dividing line between them and the Ingaliks.

The tribes along the shore of Norton Sound are called Mahlemuts and Unaligmuts or Unaleets, and are important in the fact of their living in the neighborhood of Saint Michael's, and having been thrown in direct intercourse with the whites both Russian and American since the establishment of a post at that place. The term "Mahlemut" is often

applied to all the Innuits, both along the river and vicinity of Saint Michael's as well.

In regard to the general characteristics of these different tribes, it may be stated that their complexions are brown, not the copper color generally ascribed to the Indian, this color being influenced in shade, more or less, by exposure to the sun and by a lack of proper attention to regular bathing. They are generally of average height, very often exceeding this, and the men are well built and possess great muscular power, enabling them to lift almost incredible loads. As a rule they are good-natured, willing to work, and are not easily made angry. They are not warlike, and as a rule are very cowardly indeed, being not only in great fear of the Indians of the interior, but they have the greatest respect for the whites in certain villages where there has been a trader among them. One determined man can do exactly as he pleases, as is shown by the high-handed treatment to which they are at times subjected. It is said that on the mysterious disappearance of any article the trader would start through the village with a whip, slashing here and there until the article was returned. This undoubtedly is somewhat exaggerated, though they have very much more respect for a man of this kind, being accustomed to such treatment ever since their first intercourse with white people. A peculiarity of these Innuits is the growth of hair on the face and body; forming a striking contrast in this respect with other native tribes.

The tribe living on the Yukon is said to differ in this respect more markedly than any other, many of the men having very heavy mustaches and beards. The singular custom of wearing labrets is in vogue among them. A hole is pierced on each side of the lower lip, just below the angle of the mouth, and through this is worn some sort of ornament of bone, ivory, or stone. This prevails among the men, while the women adorn themselves by tattooing the chin, which is often the only means of telling them from the men, except, perhaps, the cut of their fur garments. As a general rule the kind of clothing in use among them since the earliest times is retained by them, instead of adopting the civilized garments, which, at best, could only be used with any degree of comfort during the summer. These native garments consist of a coat made of reindeer skin, and extending almost to the knee, with a hood to be thrown over the head, with a trimming generally of wolf, or other long fur, which answers as a protection to the face against the wind. Breeches are worn below this, which are continuous with the foot covering in the female garment, but separate as worn by the men. The boots are made entirely of deerskin except the soles, which are of the thick skin of the seal, and capable of withstanding considerable wear. These are worn with a thick layer of cloth, or straw, around and beneath the foot, to absorb the moisture, and protect the sole from injury when stepping on rough ground, &c. A certain kind of boot for use in the water is found among them, made of seal or fish skin, which is almost, if not fully,

as impervious as those made of rubber by more civilized people. In regard to the coat called a "parka" by the whites dwelling in the country, the only difference between that worn by the women and the men is the way it is shaped at the bottom. That for the men is cut almost straight around, while the other is cut up at the side, forming a semicircular flap extending below the knee in front and behind.

White men living in the country, when exposing themselves to the climate in journeys among the different villages, invariably use these parkies, the custom being as with the natives, to wear two; the one nearest the skin having the fur side in, while the reverse is practiced with the outer one.

The country along the river, which is occupied by these natives, does not differ materially from that farther up, except in the timber. Trees of considerable size gradually disappear until small shrubs only remain, and down toward the region of the delta everything in the way of trees disappears, presenting nothing to the eye except a broad expanse of country. This consists everywhere of a marshy prairie land, known as tundra, thickly covered with moss, and only fertile to a small extent, even after much care is taken to drain it.

On the island of Saint Michaels, where a trading station has been established for many years, vegetables of different kinds are produced, such as turnips, radishes, and lettuce. The soil here does not differ from that along the lower portion of the river, except it may be less moist, so these same vegetables ought to succeed as well there if the same attention be paid to their cultivation.

Along the left bank of the river the country is everywhere flat, while a chain of hills extends along the right bank almost to the delta, which seems to have the effect of turning the river away from the point where it would naturally seek the sea, and bending it for some little distance to the south.

These natives occupy permanent villages, situated, in the case of the Ekogmuts along the river, and built close to the water's edge. The houses are of two kinds, one for use in summer and the other to be occupied when the weather is colder. The former are built mostly above ground, of logs and hewn timber, with the roof generally more or less covered with dirt, with a hole in the center for the passage of smoke. The winter houses are built of logs, either entirely underground, as when built on the side of a hill, which is a favorite site, or covered entirely with earth piled up around them. The entrance consists of a hole just large enough to accommodate a human being on his hands and knees, which is closed by means of a skin of some sort to keep out the cold. The approach to this is by means of a covered hall-way, as it were, which answers the same purpose as a storm door in use in cold civilized countries. The summer houses would be only partially bullet proof, while the true barraboras last described would undoubtedly resist the passage of such small missiles. But if anything like artillery

were employed against them they would necessarily have to be abandoned.

The villages of the coast tribes are generally situated near the mouths of rivers or in some sheltered bay or cove, close to the water, thus conveniently placed for fishing and communication in their boats. Several different varieties of canoe or boat are in use among them, which are used according to what is to be accomplished and the character of the water near their villages.

Along the river a strongly built and well-braced birch-bark canoe is used, generally of such a size as to accommodate only a single man, though some are of larger build. These are built by the Ingakiks living further up the river, and traded to them in exchange for seal skins, oil, walrus hide for making rope, etc. Besides these canoes there are other varieties peculiar to the Innuits, which are the only ones used by the natives who dwell in the immediate vicinity of the sea. One is a regular boat, consisting of a heavy frame-work of wood bound together with hide and covered with seal skins, which are carefully prepared, nicely oiled, and sewed together; the other is of smaller build, but constructed on the same principle, except that it is everywhere covered in with the seal skin, only a single hole being left in the middle for the occupant. The former is known by the Russians as a bidarra, and is very useful in carrying freight, etc., while the latter, called "kyak" by the natives themselves, is known as a bidarka among the Russians.

A modification of the kyak is often seen copied, it is said, from the Aleuts, consisting of an exactly similar construction, but with two or three holes for the accommodation of that many individuals. Both varieties are extremely serviceable, especially in making journeys which are not prolonged, for after some service the skin becomes soaked and the boat has to be taken out of the water and allowed to dry. Considerable practice is required to even sit in one of the kyaks without turning over, but to one accustomed to their use journeys can be made in the roughest kind of water, and a very fair rate of speed be maintained without extraordinary exertion. Both a single and double bladed paddle are used in propelling these kyaks, while resort is often had to a sail when traveling in the bidarras.

Many wonderful anecdotes are told of the feats of seamanship performed by these natives, who wear, when in rough water or when it rains, a waterproof shirt, which is fastened to the rim of the hole in which he sits, thus preventing any water from entering the canoe. Some are said to be able to turn completely over, bottom upwards, and right themselves by means of their paddles. Though not prepared for this performance they are very liable to be drowned on account of their feet and legs being confined in the boat, as happened to an individual who was rescued from such a predicament shortly before our arrival at Saint Michaels.

Stories are also told of some being actually thrown, by way of sport, rom the top of high rocks into the water, and by a skillful use of the

paddle coming up safely again only to repeat the performance. Their only means of communication in winter is by sleds drawn by dogs, which are able to travel very considerable distances without requiring very much food. The dog is the only domestic animal found among them, and, as is seen, he answers every purpose for which a draught animal is useful among civilized people, and does not require any care whatever in keeping.

In regard to the whole number of natives of this family living on the Yukon River, they are variously estimated by different authors; one census report puts the number at 1,333, which does not include those living within the delta of the river. This is approximately true, being somewhat in excess of the actual number if anything. In the delta proper there are probably about 300 souls, and between this point and the furthest village of the Mahlemuts there are undoubtedly as many more. Among these those capable of bearing arms are provided with weapons of some description. The gun most universally seen is a long, double-barreled shotgun of small caliber, in which both shot and bullet may be used, according to the nature of the game hunted.

Along the Lower Yukon large game is not found to any great extent, reindeer and bears being about the only animals hunted, but there is the greatest quantity of water fowl. Ducks, geese, and swans, of almost every variety, breed all along the river in fact, but the delta seems to be a favorite resort for the geese, which are killed in great numbers, and are salted, in barrels, by the white residents, for winter consumption. The natives rely almost entirely on fish, both fresh and dried, which furnishes them their chief article of food, and provision is made for winter by storing away sufficient quantities of the dried article to last the season through. The custom prevails among the river natives to bury the fish and allow them to remain there until sufficiently putrid to suit their taste, when they are eaten with a great deal of relish. The coast natives vary their diet of fish with not only reindeer, but with seal meat and oil.

Walrus are not found in any numbers along this portion of the coast, so that no reliance is placed on them for food. The beluga, or white whale, is killed in considerable numbers near the mouth of the Yukon. This is a small whale, which enters the shallow water for breeding purposes, and when the tide falls the natives attack it, and secure a great many without much labor. The flesh is eaten, and the oil and blubber also preserved for food, and to be burned in their rude lamps, which consist of a small open vessel containing oil, into which a wick of moss or cloth is dipped and a light applied. The amount of light secured from each does not in any way compare with the brilliancy of a tallow candle, and the odor which is generated by the burning oil is far from agreeable, especially when confined to the close limits of one of their underground houses.

These tribes have no chief in the strict sense of the term, although

there are individuals among them who exercise more or less influence through accumulated wealth or otherwise without necessarily being endowed with the spiritual powers, which the shamans are supposed to possess. With no real head they have not the unity of the majority of Indian tribes; consequently, in the event of hostilities, do not all combine with the same readiness.

Many superstitions prevail among them, and the utmost confidence is placed in the sayings and predictions of the shamans, who resort to all kinds of devices in the way of sleight-of-hand performances to make their acts more mysterious. As a compliment to one of these individuals, he was asked to predict how long we would have to wait at Saint Michael's redoubt before the arrival of the schooner "Leo." The reply was made that if on a certain evening we would go to the village he would invoke the spiritual aid and relieve our minds of any anxiety. On the evening in question we assembled at the "Casine," a public building, built on the same principle as the dwelling-houses, with one of which every village is provided, and after many of the natives had seated themselves around the shaman, accompanied by a monotonous singing and drum beating, began to call in the aid of the spirits. Finally when everything was ready a small blue bead was taken, crushed, and sent toward the schooner, the announcement being made at the same time, if the bead returned whole the vessel had been reached. A bead was resurrected shortly afterwards, unfortunately of a different size and shape, which, however, was not observed by the natives present, and the answer obtained from it was that the arrival would happen before another moon, or some such indefinite and Delphian-like response. Several other tricks were performed of a more childish nature even; so plain were they in fact that it seems really incredible that the simplest-minded native could be deceived by them.

There are very few whites dwelling in the country occupied by these tribes, and they for the most part are traders who are employed by the Alaska Commercial Company. At the Mission, a village on the river, only a short distance below Anvik, there is a store kept by an Aleut, the brother of the Greek priest, who had a church here as well. From this point supplies are obtained by all the natives living above and below on the river. The chief articles which are sought after in trade are tea and tobacco, though considerable flour is also sold, and many other plain articles in the way of cloth, cheap hats, &c.

The only sources for ammunition are the different stations along the river, which, in the event of any difficulty with our own Government, would be denied them. Some miles below the mission is another post, formerly occupied by the Russians, which is known as Andreievsky. This is the home of a trader, who in winter has been accustomed to make long journeys among the different villages, about the Yukon Delta, disposing of various articles in exchange for furs.

Near the very western limit of the Uphoon mouth is Koatlik, a very

small village indeed, but the home of an old Russian who has the usual amount of trading material. About 70 miles north of the Uphoon mouth, which is the one generally, if not always, employed by the whites, is the island of Saint Michael's, on the eastern end of which is a settlement of the same name, established by the Russians in 1833. The site for a settlement has many drawbacks, first and foremost the lack of water, the supply being brought in boats from the mainland, a distance of 3 miles, and a scarcity of fuel, but it has the advantage of being in a sheltered bay and the nearest point to the mouth of the Yukon, which vessels of even average draught can approach on account of the extensive shoal, formed by deposits brought down by the river. This place is the headquarters of the trading company, and the depot of all supplies, guns, ammunition, &c., that are taken into the river and disposed of to the natives living along the coast adjacent, and would necessarily be an objective point were the motive prompting an outbreak one of robbery. The natives, as a rule, are very kindly disposed toward the whites, and although many threatened attacks are often spoken of, none of late years have been made. These are generally agitated after a free indulgence in liquor, which is occasionally obtained from whalers and other vessels, or at the instigation of some individual who has been thrashed for stealing or has suffered some imaginary wrong.

In 1836 an attack was made on the post, but was repulsed without any injury being accomplished by the commander of the fort. The natives indulging in this were the Unaligmuts, who, with the Mahlemuts, are generally a worse class of men than those living on the river, on account of their long intercourse with unscrupulous traders, who make every attempt to obtain the greatest quantity in exchange for the smallest amount of the vilest liquor or other articles equally contraband.

Since the year 1855 it is said that not a single white man has been injured, or even threatened, by the natives on the lower river, who certainly do manifest a spirit of abject submission. At that time there was a considerable Russian settlement at Andreievsky and Ekogmut village near by, many of the inhabitants of which were employed as workmen at the station. Several of the whites had gone on a journey up the river, when the natives attacked the place, while its few inmates were taking the customary steam or hot-air bath, and murdered them as they came out. A boy escaped and finally reached Saint Michael's, which was temporarily in charge of the Russian kogenikoff, previously spoken of as being murdered last year in the neighborhood of Nulato. He, with one or two others, set out immediately in a small schooner or "barka," as it was called, for the scene of the massacre provided with two howitzers loaded with scraps of iron, nails, &c. He demanded that the murderers be handed over or he would fire on the village. The natives showed no inclination to obey, thinking the guns would not go off, but were soon brought to a realizing sense of their

error by the discharge of the guns, which killed a number. The Russians, not satisfied with this, are said to have attacked the remainder with clubs, and to have killed many women and children. The result, though hardly justifying the means, has been very wonderful and of great benefit to the whites who may have occasion to enter the Territory.

As far as a universal outbreak is concerned, such an event could not well occur, as there is not sufficient union among members of any tribe to occasion it, nor are there whites enough in the country to justify it.

In the event of troops entering the country, necessarily by sea, for the punishment of outrages by members of tribes, it is more than likely that the offenders would be immediately given up, or, if not, no other tribe would be willing to bear any portion of the blame, and certainly would not unite with them as allies.

The only unusual campaign supplies would be boats, and if a winter sojourn were made native garments would be required.

ALEUTIANS.

Under this heading is considered a large family, differing in many respects from any before spoken of, which occupies the group of islands extending to the westward from the Alaska peninsula, and forming a boundary, as it were, between Bering Sea and the Pacific Ocean. There are one or two settlements on the peninsula itself; and the Pribylov group, comprising the islands of Saint Paul and Saint George, also is inhabited by members of this same family.

In a military sense their consideration is of little importance, for they are more than half civilized, about a fifth of their whole number being half breeds while many others have necessarily more or less white blood in their veins. They are, however, connected with the most lucrative and chief commercial interests of the entire Territory, namely, the fur seal and sea otter, and being met with on our returning by sea will be spoken of in this connection as completing the various different tribes living in the country which we met.

The word "Aleut" is of obscure origin, not belonging, it is said, to their language, but derived from some other dialect, how or when it first came into use being unknown. The name formerly used by themselves in being translated signifies "men of the east." Among all of the tribes throughout the Territory of Alaska this one family has not only been longer in direct intercourse with white men, but has been more throuoghly changed from their original condition than any others. Before the arrival of the Russians among them they are said to have been full of life and spirit, and fond of all sorts of enjoyments; whereas now on account of the cruel treatment to which they were subjected, being looked upon and treated as mere slaves, their spirit seems broken and their character completely changed. With all this came likewise a complete change in

habits and customs and religion even, for they are said to have had certain ceremonies which resembled a religion more closely than that of any other tribes. Their condition indeed is bettered no doubt by the civilizing influences, but the same result might have been accomplished by less heroic measures. They were savages undoubtedly before their first intercourse with the Russians, and had manners and habits, which could not be considered otherwise, as for instance, their dwellings. These were built entirely under ground and of a sufficient capacity to accommodate as many as two hundred or more people, families being divided off from each other by means of very rude partitions. Entrance was effected through the roof, by means of ladders, one house being provided with several such means of entry. Being so protected from the wind and cold, these houses were necessarily very warm, so confined in fact that no clothes were required, and the inhabitants are said to have gone about for the most part entirely naked. Their food consisted of fish of various kinds, flesh of the seal and sea-otter, whale blubber, sea-weed, wild parsnips, different sorts of berries, &c.

Certain records and legends of the Russians and the people themselves would tend to show that they numbered at one time as many as 25,000 souls, which is probably a too high an estimate, the best authorities considering that at no time could they have numbered more than 10,000 at the most. Their many dances and peculiar festivals, as described by Bruiaminov, a very earnest and hard-working Russian bishop, are especially interesting, inasmuch as all the masks and other relics used in their celebration have been destroyed, whenever found, by the Russian priest, so that now the object or idea involved is more or less wrapped in obscurity. The Aleut is of average size, perhaps rather below the medium, with an expression of countenance generally described as pertaining to the Japanese. The complexion is of light brown, hair black and coarse, and the beard generally scanty. As a general thing their chests and arms are well proportioned, while their legs, from the position which they assume so constantly in their skin boats, are often somewhat curved. They are willing to work, and, except when under the influence of liquor, the desire for which is one of their failings, they are mild, good-tempered, and in every respect pleasant to have dealings with. Though much addicted to the use of liquor, and as a general thing craving it on all occasions, crimes of a serious nature are of very rare occurrence, and that of murder is scarcely known. Formerly the number of wives was not limited, the most influential and respected (and they were the best hunters) having the greatest number. Their ideas of anything like marriage, as is the case with almost all the Innuit tribes as well, were very crude, and the wife or wives were generally at the disposal of visitors or guests. At the present time they have only one wife, and they live together with their families in separate houses. In settlements where there are white people dwelling as well, small huts of civilized build are generally used,

though the barrabara or underground house is very much in use, especially in remote villages.

Their original native dress is described as consisting of a coat or parka, made with tight sleeves, and sufficiently long to reach below the knees, of some sort of fur or bird skins. No trousers were worn, but the boots came up to the knees. In wet weather a sort of water-proof shirt, made of the intestines of the sea lion, is still worn by them. Besides this last-mentioned garment, the original native dress has everywhere been discarded and civilized clothes adopted, except in a few instances, where the poverty of the individual will not admit of such an expenditure. This is especially the case at those villages where the whites have settled. And as it is through the efforts of the natives that the fur-bearing animals are secured, every aid and encouragement possible is given them.

Schools were established among them years ago by certain Russian priests who were more earnest in their work than some others, so that some few learned to read and write. Bishop Vruiaminov made an Aleutian grammer, and through this means many have been partially educated. Of late years, though several educated members of their own family have been admitted into the priesthood, no very rapid strides have been made in the way of education. The inordinate desire for alcoholic stimulants of some sort, as stated before, has been their very worst fault and the greatest drawback toward their making more rapid progress in the right direction.

The introduction of liquor of any sort is prohibited, consequently in order to properly celebrate festive occasions resort has to be had to a decoction of domestic manufacture. This is made from sugar as a principal ingredient, with the addition of flour, and hops if they can obtain them. The whole is placed in a barrel, tightly closed and then allowed to ferment. As the drink resulting is only made when required, time is not allowed for the fermentation to be completed, but they consume it just as quick as the proper strength is attained, with all its horrible taste.

When an individual returns from a successful hunt he purchases whatever articles he may need in the way of food and clothing, and then invites his friends in to partake of his hospitality, in the form of this home-made beverage. This is the occasion of a big spree, which invariably terminates with violent disputes, though, as stated before, it is said that there is not a single instance recorded of a life being lost or of any one suffering severe bodily injury, except as a result of a frequent repetition of the same dissipation, and the exposure consequent upon having their sensations so blunted as to fail to protect themselves against the weather.

The chief article of food of the people is undoubtedly fish; the various kinds, such as cod, halibut, salmon, and trout, being obtained as they come in season. Besides these there are many water-fowl and

shell-fish as well, which serve to vary their diet. Many articles of food are also obtained from traders, such as tea, hard bread, flour, sugar, and other little necssaries, and these have been so long in use that the people would find it very embarrassing to do without them now.

The country inhabited by these people consists, as previously stated, of a long chain of islands extending out into the open sea far to the westward of the mainland of America. The islands vary in size, but resemble each other in their very mountainous character. All are undoubtedly of volcanic origin, on several of which there are craters, which are, at the present time, considered as active. The various settlements of the people are scattered throughout the group of islands, the most western of all being Chichagov, on the island of Attoo. In former times this village was very prosperous, but is now one of the poorest, in a pecuniary view, of all the settlements, on account of the gradual falling off in numbers of the sea otter. This animal which furnishes the beautiful and very expensive fur, was originally caught in great numbers in the vicinity of Attoo, and as the exchange of its skin for necessary articles was the only means of living to the natives, they have consequently suffered, having no other resource to fall back on. Had it not been that they are amply supplied by nature with the actual necessities of life in the way of food, such as different kinds of fish, starvation would have been imminent. The capture and sale of the sea otter skins being one of the utmost importance to this section of country, the means of taking them is very interesting, as showing a prominent trait in the Aleutian character as well, namely, unselfishness.

The animal is generally found on certain banks some distance from the land, and is hunted by a number attacking him on different sides. They start out in their skin boats with provisions sufficient to last them for several days, and when arriving at the place generally frequented by the otter, a long line is made of boats, and a slow and quiet advance is made. When the animal is discovered, either asleep or quietly swimming about with his nose just above the water, an effort is made to surround him, so that in coming up after diving he may come within the circle of boats. Spears are the weapons used against them, as it is thought the firing of guns would frighten them away entirely. It is rarely the case that the first wound kills him; but the animal soon becomes tired out with the continuous diving, and is then readily secured.

In illustration of the unselfishness of the Aleut it has been the custom to give the skin to the man who strikes the first blow, so that after this the others can have no interest, but nevertheless devote themselves indefatigably in trying to secure the prey. If it cannot be determined about the time of the first blow the one hitting nearest the head obtains the prize, and if they are of equal distance, the one on the right is granted the skin.

Between the islands of Attoo and Atkha, where the next settlement

now stands, there were formerly several on the different islands intervening, but these now have all been abandoned.

The island of Atkha was originally a boundary line between two so-called divisions of this tribe, which at present, on account of the admixture of Russian blood and other causes, do not exist; the chief distinction in former times was a difference of dialect, there being certain terminations and words not common to both. This must have been quite marked, for the originator of the grammar, previously spoken of, was obliged to form two, one for use among the residents about Oonalaska and the other for the Atkhans.

Quite a large settlement is found on the island of Atkha, and the inhabitants are prosperous in consequence of the number of sea otter captured annually in their neighborhood, being thus, as it were, wealthy. They buy many articles of the traders and indulge in many of the civilized luxuries, such as clothes, &c. Among other industries, besides being considered the best and most successful hunters after the otter, they are said not only to surpass every other settlement of this family, but every other race in the world in the manufacture of various baskets and ornaments out of grasses.

During the occupation of the Russians Atkha was a place of considerable importance as a central point, but since the transfer of the Territory, other interests have made a change necessary.

The next settlement to the eastward is situated on Oomnak Island, and is known as Nikolsky. The inhabitants devote themselves chiefly to hunting the sea-otter; they are generally quite successful, and in consequence prosperous.

Proceeding in the same direction, Oonalaska Island is next met with, the largest and in many respects the most important of the entire group, inasmuch as on the northern shore, in a very beautiful inlet called Captain's Harbor, is situated Ilinlink, or Oonalaska, the headquarters of all the commercial interests of this part of the world. There is a settlement here of about four hundred people, which includes a school-house, church, residence of the priest, custom-house, traders' warehouses and dwellings, and many frame buildings, erected for the use of the natives, besides numerous barraboras. Here is seen almost every sign of civilized improvements, and among other things the novel sight of domestic cattle was presented to us.

The climate is by no means severe in this part of the country, and sufficient grass is found almost all the year through to support stock of any sort. The natives in the vicinity are very much improved by long intercourse with the whites, and it is said that almost half their number are able to read and write—the Aleutian language principally.

Besides this large settlement there are several others of less importance, chiefly on the northwestern coast. The island being so indented and cut up with bays and inlets affords ample space for numerous excellent village sites. Makushin, Koshigin, and Cheruovsky, three small

villages to the west of Ilinlink, are closely allied in interests, as sending out each season hunters along with those from the last-named place. The natives are conveyed on one of the company's vessels to Sannakh Island, which is the principal resort for the otter, and when the season is over again brought back to their homes.

To the south of Oonalaska is a small island, on which is the settlement of Borka, whose inhabitants are considered the neatest, most orderly, and cleanest of the whole family. This condition of affairs is said to be due to the influence of an old Russian trader and his wife, who have lived among them for some time and set them this good example.

Between Oonalaska and Oonimak Island on the east there is a pass generally resorted to by vessels in going north. This is sufficiently wide and deep, but on account of numerous small islands and the great rate at which the tide rushes through vessels are often thrown in great danger, especially when wind and tide are opposite. In the vicinity of this pass.are the settlements of Akutan, Akoon, and Avatanak. Each is situated on an island of the same name.

An industry among the inhabitants, besides hunting the sea-otter, is the capturing of the sea-lion, the hide of which is used in making the bidarkas.

The next settlements are in close proximity to the peninsula of Aliaska, being distributed among the different small islands, principally along the southern coast. The largest is called Belkoosky, situated on the peninsula and in close proximity to the best sea-otter grounds found throughout this region. The other villages in order of size are Ounga Protassov, Korovinsky, Nikolaievsky, and Vosnessensky. Almost the sole industry is the capture of the sea-otter, which is obtained in such numbers as to make the inhabitants too luxurious, so that almost all their earnings are squandered as soon as obtained.

Directly north of the island of Oonalaska, a distance of about 200 miles, is situated the Prybilov group, consisting of the islands of Saint George and Saint Paul. These are inhabited by members of the Aleutian tribe, and their chief occupation is in connection with the capture of the fur-seal. All rights, privileges, &c., in regard to the taking of this animal on these islands are under the control of the Alaska Commercial Company, who, in turn, are restricted both in the methods employed and the number annually killed, agents are employed to carry out the laws of the Government in this respect, although the interests of the company are so closely linked with the killing of a judicious number that in reality the corporation becomes its own guard. The limit of the law is 100,000 young males, but as the demand of the market will not always justify this amount, the number actually killed falls considerably below this each year.

The natives living on these islands have become very civilized, and have adopted many of the improvements of modern life. Their villages are laid out in streets, and besides the school-house, church, and other

buildings, consist principally of cottages, which have taken the place, to a great extent, of the barraboras, and a fair condition of neatness everywhere prevails. It is said that the natives now living there are descendants of those formerly brought from the Aleutian group proper by the Russians to conduct their seal interests, as the Prybilov Islands were originally uninhabited. From constant practice and training from their very youth the capture of the seal and skinning and preserving of the skins have been reduced by them to almost a science, so that were the whites deprived of their aid considerable embarrassment would be occasioned.

In regard to the entire number of people included under this heading they have been estimated at 1,890. This does not include the half-breeds or creoles, as they are called, who of themselves are numbered at 479. Their entire number has slowly decreased since the advent of the whites and the introduction of intoxicating liquors.

On account of the dampness of the climate, though never very cold, many of the adults die in the winter of pneumonia, brought on by exposure; and the various other lung diseases are especially prevalent among the children.

In regard to communication between the different islands, their only means, except through the aid of the whites, is their skin boats, which are the only kind used. These, like those in use among the Innuits, consist of a frame work of some light wood securely bound together with thongs, and everywhere covered in with dressed skin of the sea-lion, a hole being left in the center large enough to accommodate the occupant. Some are built with two or three holes, and resemble the one previously described, except in the number of occupants they are able to contain. These bidarkas, as they are called by the Russians, are very light, and are propelled with great ease and at a considerable rate of speed by means of paddles with a single or double blade, according to the fancy of the individual.

As stated at the beginning of this description, the Aleuts are of little importance in a military sense, as the question of active hostilities is one which will probably never come up, simply on account of the nature of the race. They were so long under the sway of the Russians and were so completely subdued that now no indignity could be put upon them sufficiently harsh to occasion serious resistance.

The men are, as a rule, well provided with arms of some description. Those most frequently observed are a double-barreled shotgun, of small caliber, in which shot or a bullet may be used. Should it ever become necessary to carry on a campaign against this people troops would necessarily have to be brought to the country in vessels, and as the villages for the most part are situated in the deep and sheltered inlets, a very near approach can, in almost every instance, be effected. Nothing in the way of unusual supplies would be needed, except, perhaps, a number of small boats, which would be greatly aided by a small steam

launch as well. Very few of the houses are substantial enough to resist the passage of bullets, and should heavier missiles be employed their destruction would be only a matter of a short time.

SUPPLEMENTARY REPORT.

VANCOUVER BARRACKS, WASHINGTON TERRITORY,
May 12, 1884.

After a careful arrangement of the data on the topography of the country passed through, with special reference to the boundary line between the Territory of Alaska and British America, it has been determined that the main village of one tribe, Klat-ol-klin, supposed to be in Alaska, is situated within the English possessions; consequently that tribe will not be included in the following summary of the names and members of the tribes met with in this portion of the United States:

Tongas, about	600
Cape Fox, about	250
Stickeens, about	800
Sitkas, about	1,000
Hootznahoo, about	700
Hoonahs, about	700
Auks, about	700
Chilkats, about	980
Tadoosh, about	50
Fort Yukons, about	100
Tananahs, about	500
Ingalik tribes, about	1,350
Innuit tribes, about	1,900
Aleuts, about	1,890
	11,520

Only those Innuits living along the Yukon River within the delta and northward along the coast to near the Oonalakleet River are included in this list, and about 400 half breeds (Aleut and Russian living on the Aleutian group are also excluded.

The whole number of natives met with is, therefore, about 11,520. The tribes met with along the river east of the boundary are:

Tahkeesh	50
Ayans	200
Takons	100
Klatolklins	100

Concerning the last named tribe it may be stated that their village is but a short distance from the boundary line as determined, and that the trading station about a mile further down the river, and now abandoned, is within the Territory of Alaska.

Respectfully submitted.

GEO. F. WILSON,
First Lieutenant and Assistant Surgeon, United States Army.

APPENDIX.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Vancouver Barracks, Washington Territory, April 7, 1883.

First Lieut. FRED. SCHWATKA,
Third Cavalry, Aid-de-Camp :

SIR : In view of the frequent reports of the disturbance of the peace between the whites and Indians in Alaska, and the indications that the present condition of affairs must lead to serious hostilities between the two elements in the near future, you are hereby directed to proceed to that Territory for the purpose of gathering all information that can be obtained that would be valuable and important, especially to the military branch of the Government.

You will ascertain as far as practicable the number, character, and disposition of all natives living in that Territory, how subdivided into tribes or bands, the section of country they inhabit, their relations to each other, and especially their disposition toward the Russian Government in the past, and the feeling that exists among them towards the present Government and the white people that are making their way into that Territory.

You will further examine and ascertain their modes of life and means of communication from one part of the country to the other, the amount and kind of weapons of war in their possession, and from where obtained.

You will further obtain such information as practicable of the character of the country and the best means of using and sustaining a military force, if one should be needed in that Territory.

You will make especial inquiry as to the kind and extent of the native grasses that would sustain animals ordinarily used in military operations, also the character of the climate, especially inland, the severity of the winters, and any other information that would be important to the military service.

You will endeavor to impress the natives with the friendly disposition of the Government, and in no case will you move in any section of the country where you cannot go without provoking hostilities or inciting the natives to resistance, as you are not authorized to exercise any control of affairs in that Territory.

You will consider this duty especial and confidential, making your reports to me, accompanied as full as possible with itineraries, maps, traces, and field-notes.

Asst. Surg. George F. Wilson, and four enlisted men, will be directed to report to you, and such Indian scouts as may be hereafter authorized.

You are authorized to employ an interpreter when needed, and you will exercise strict economy in your necessary expenditures.

In making your investigation you will endeavor to complete all information in each section of the couutry before proceeding to another, in order that, should time not permit your full completion of this work, it may be taken up the following season.

The chiefs of the several staff departments at these headquarters will, on presentation of this letter of instructions, furnish you with the means and necessary equipments to enable you to accomplish the duty assigned you.

Upon completion of this duty you will return to these headquarters.

Very respectfully, your obedient servant,

NELSON A. MILES,
Brigadier-General, Commanding.

[First indorsement.]

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Vancouver Barracks, Washington Territory, May 9th, 1884.

Respectfully referred (through Lieutenant Schwatka) to Asst. Surg. George F. Wilson; the department commander calls upon Dr. Wilson to report as near as practicable from the data furnished in this report and from any information he may have, the names and numbers of such of the Indians within referred to as are inhabitants of the United States Territory of Alaska, and to locate as nearly as he can on a map of that Territory, to be furnished by the chief engineer officer of the Department, their places of habitual abode.

By order of Brigadier-General Miles.

O. D. GREENE,
Assistant Adjutant-General.

[Second indorsement.]

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Vancouver Barracks, Washington Territory.

Respectfully referred to Asst. Surg. George F. Wilson. Attention called to preceding indorsement.

FRED'K SCHWATKA,
First Lieutenant Third Cavalry.

[Third indorsement.]

VANCOUVER BARRACKS, *May* 12, 1884.

Respectfully returned to the assistant adjutant-general Department Columbia (through Lieutenant Schwatka), inviting attention to the supplementary report, marked such, and transmitted herewith.

GEO. F. WILSON,
Assistant Surgeon, U. S. A.

[Fourth indorsement.]

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Vancouver Barracks, May 15, 1884.

Respectfully forwarded to division headquarters.

Upon being assigned to this command, I found that the Territory of Alaska, although embraced within the geographical limits of this Department, with an area of 577,390 square miles, was practically an unexplored and unknown country, but little being known of its topographical features, number and character of its inhabitants, its resources, or its climate.

On November 2, 1881, I forwarded a communication recommending a special appropriation from Congress of $68,000 to explore this Territory.

Although the bill to that effect was introduced into the United States Senate it failed to become a law, and on the 3d of April, 1883, I sent one of my aids-de-camp, Lieutenant Schwatka, with Assistant Surgeon Wilson, Topographical Assistant Homan, and three enlisted men, to Alaska to obtain information regarding the interior of that Territory under instructions contained in letter of 7th of April, 1883 (appended).

The accompanying report is the result of this reconnaissance, and contains much information, especially regarding the section visited, the character of the country, and its inhabitants.

That part of the report which embraces a survey of a portion of British America, with description of the same, was not called for by the letter of instructions, and the publication of so much of the substance of this report as has appeared in various newspapers and magazines of the country, prior to its being submitted to the military authorities, has been disapproved.

With these exceptions the reconnaissance has been successful, satisfactory, and accomplished at little expense, and the report is interesting and valuable, and contributes an important chapter to the descriptive history of that remote and extensive country.

Lieutenant Schwatka and his assistants are entitled to much credit for the energy and zeal displayed in overcoming apparently insurmountable obstacles in their long, hazardous, and laborious journey.

NELSON A. MILES,
Brigadier-General, Commanding.

Fifth indorsement.]

HEADQUARTERS DIVISION OF THE PACIFIC,
Presidio of San Francisco, California, July 26, 1884.

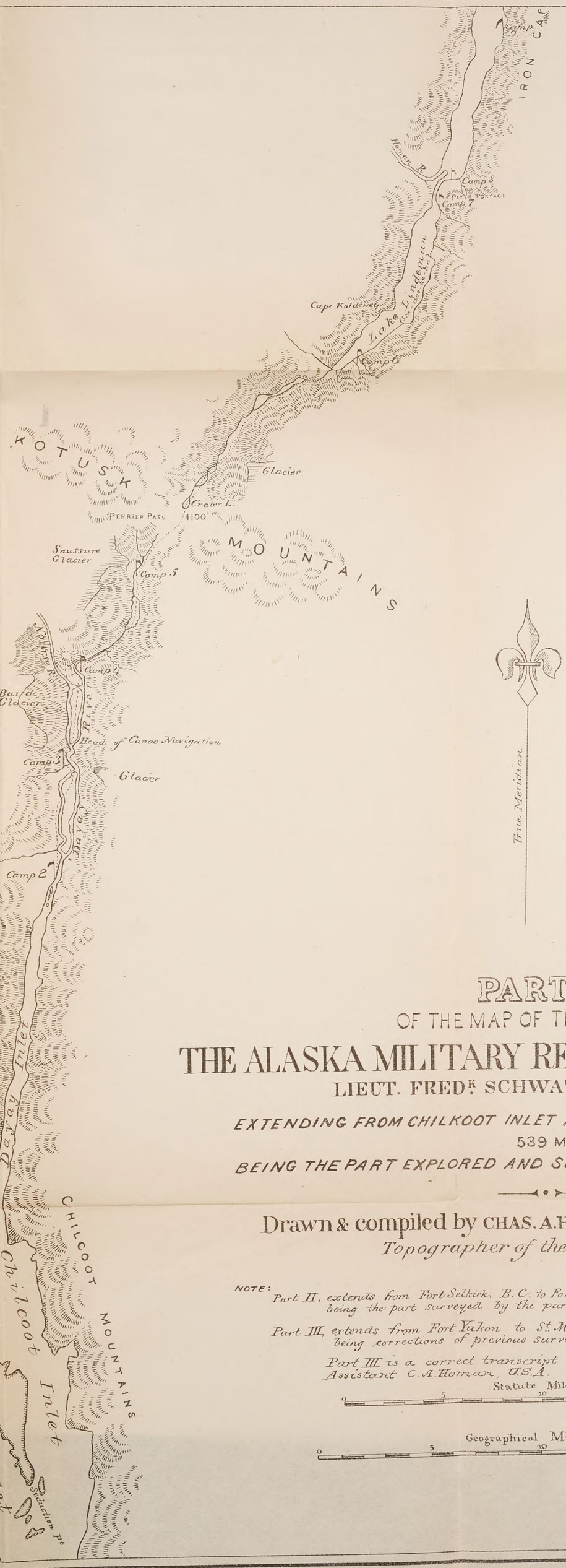
Respectfully forwarded to the Adjutant-General of the Army.

JNO. POPE,
Major-General, Commanding.

Official copy.

R. C. DRUM, *Adjutant-General.*

ADJUTANT-GENERAL'S OFFICE,
November 4, 1884.



PART 1

OF THE MAP OF THE ROUTE OF

THE ALASKA MILITARY RECONNAISSANCE OF 1883

LIEUT. FRED^K SCHWATKA, COMMANDER

EXTENDING FROM CHILKOOT INLET ALASKA TO FORT SELKIRK, B.C.

539 MILES

BEING THE PART EXPLORED AND SURVEYED BY THE EXPEDITION

Drawn & compiled by CHAS. A. HOMAN, Top^l Ass^t U.S. Army.

Topographer of the Reconnaissance

NOTE:

Part II. extends from Fort Selkirk, B.C. to Fort Yukon, Alaska Territary, 490 miles. being the part surveyed by the party.

Part III, extends from Fort Yukon to St. Michaels, Alaska Territory, 1115 miles being corrections of previous surveys.

Part III is a correct transcript of the field notes of Topographical Assistant C.A. Homan, U.S.A.

Statute Miles

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Geographical Miles.

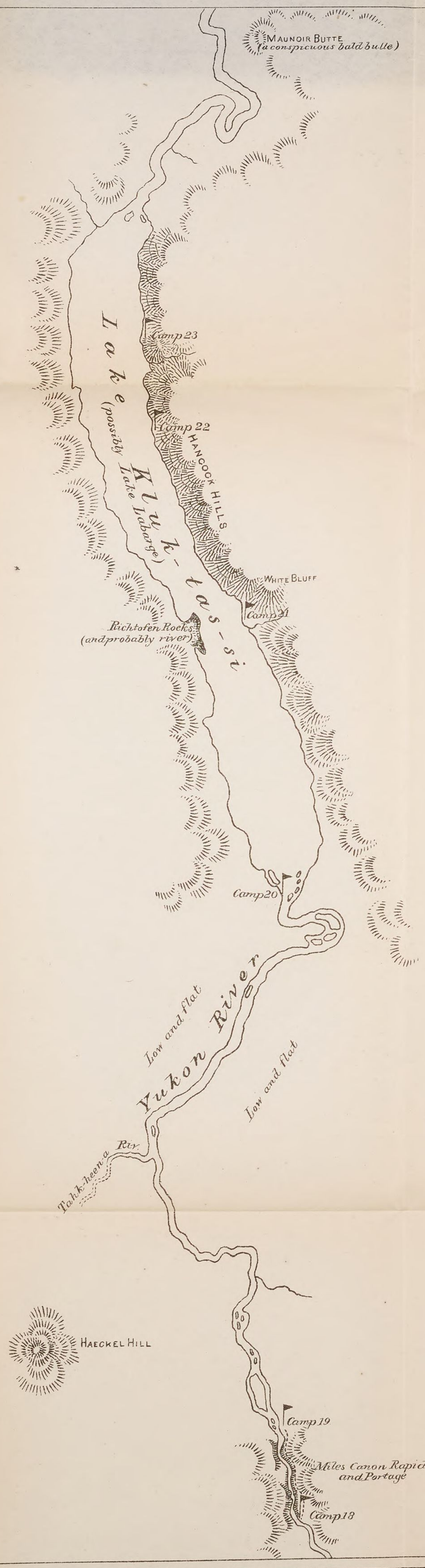
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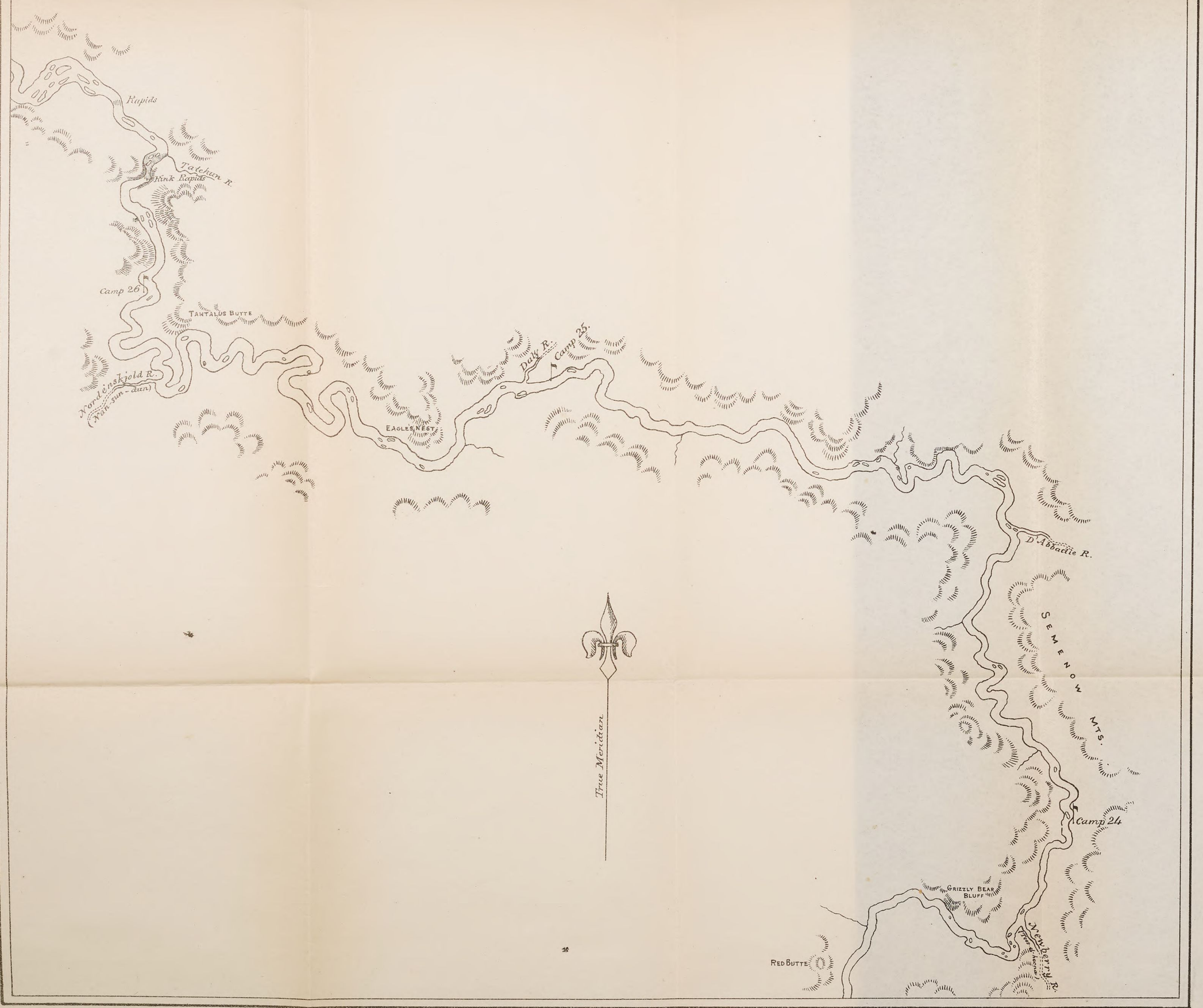
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PART 2

OF THE MAP OF THE ROUTE OF

THE ALASKA MILITARY RECONNAISSANCE OF 1883

LIEUT. FRED^K SCHWATKA, COMMANDER

EXTENDING FROM FORT SELKIRK, B.C. TO FORT YUKON, ALASKA

490 MILES

BEING THE PART SURVEYED BY THE EXPEDITION

Drawn & compiled by CHAS. A. HOMAN, Top^gl. Ass^t U.S. Army.

Topographer of the Reconnaissance

NOTE: *Part III. extends from Fort Yukon to St Michaels, Alaska Territory, 115 miles being corrections of previous surveys.*

Part III is a correct transcript of the field notes of Topographical Assistant C.A. Homan, U.S.A.

Statute Miles.

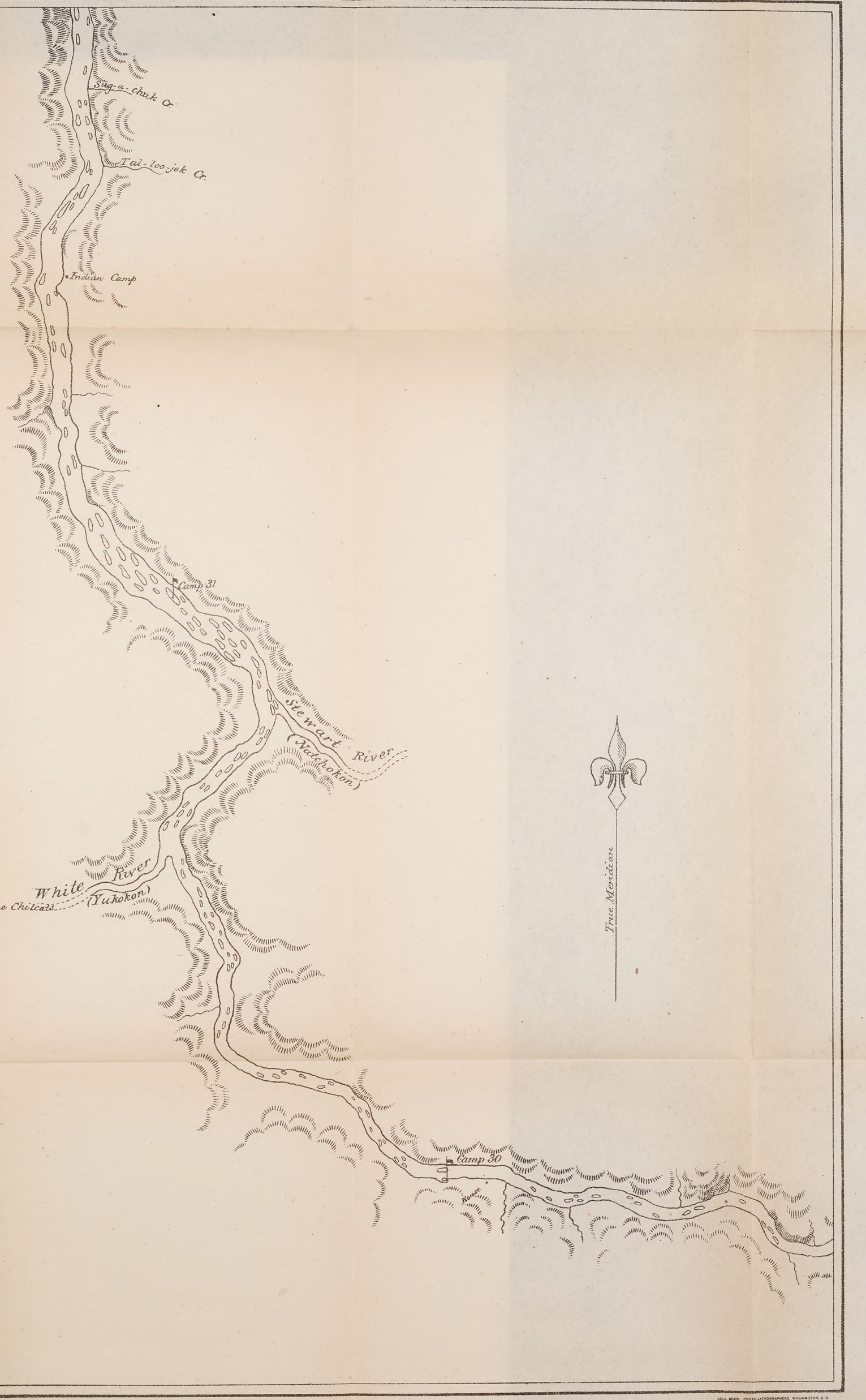
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Geographical Miles.

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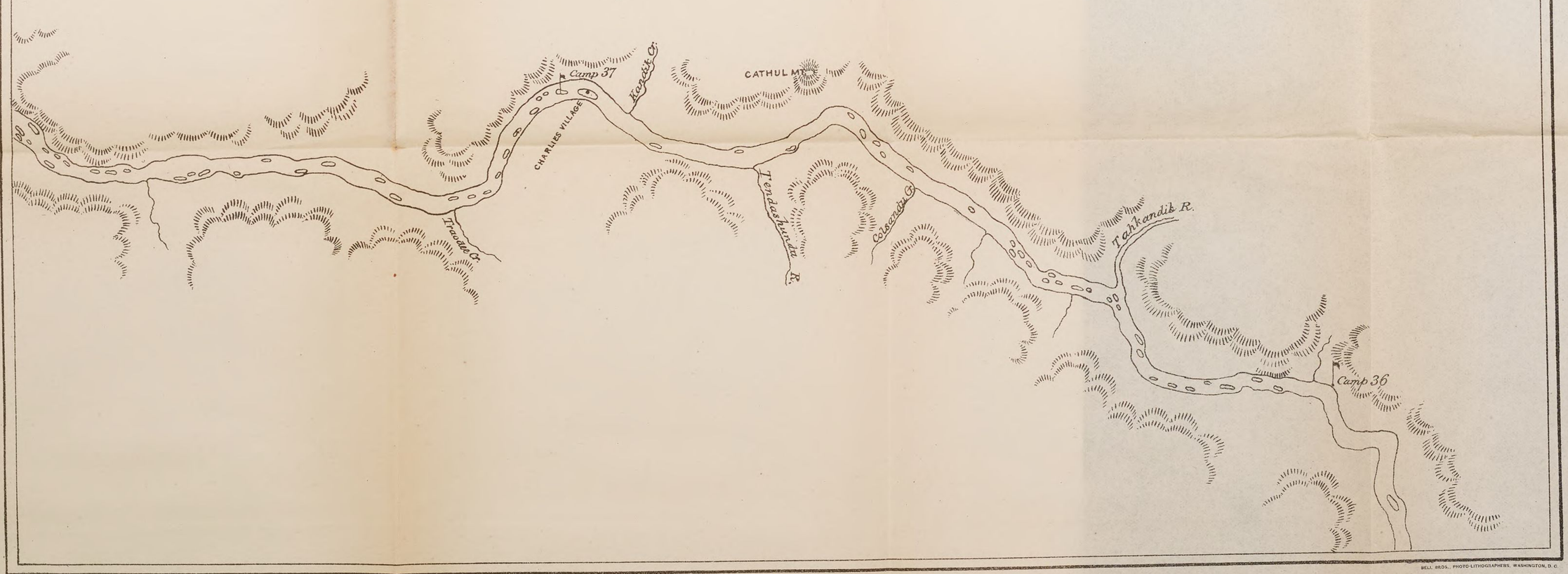
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True Meridian



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PART 3

OF THE MAP OF THE ROUTE OF

THE ALASKA MILITARY RECONNAISSANCE OF 1883

LIEUT. FRED^K SCHWATKA, COMMANDER

EXTENDING FROM FORT YUKON ALASKA, TO APHOON MOUTH.

1054 MILES

BEING CORRECTIONS OF PREVIOUS SURVEYS

Drawn & compiled by CHAS. A. HOMAN, Top^l Ass^t U.S. Army.

Topographer of the Reconnaissance.

NOTE: *Part III, is a correct transcript of the field notes of Topographical Assistant C.A. Homan, U.S.A.*

Statute Miles.

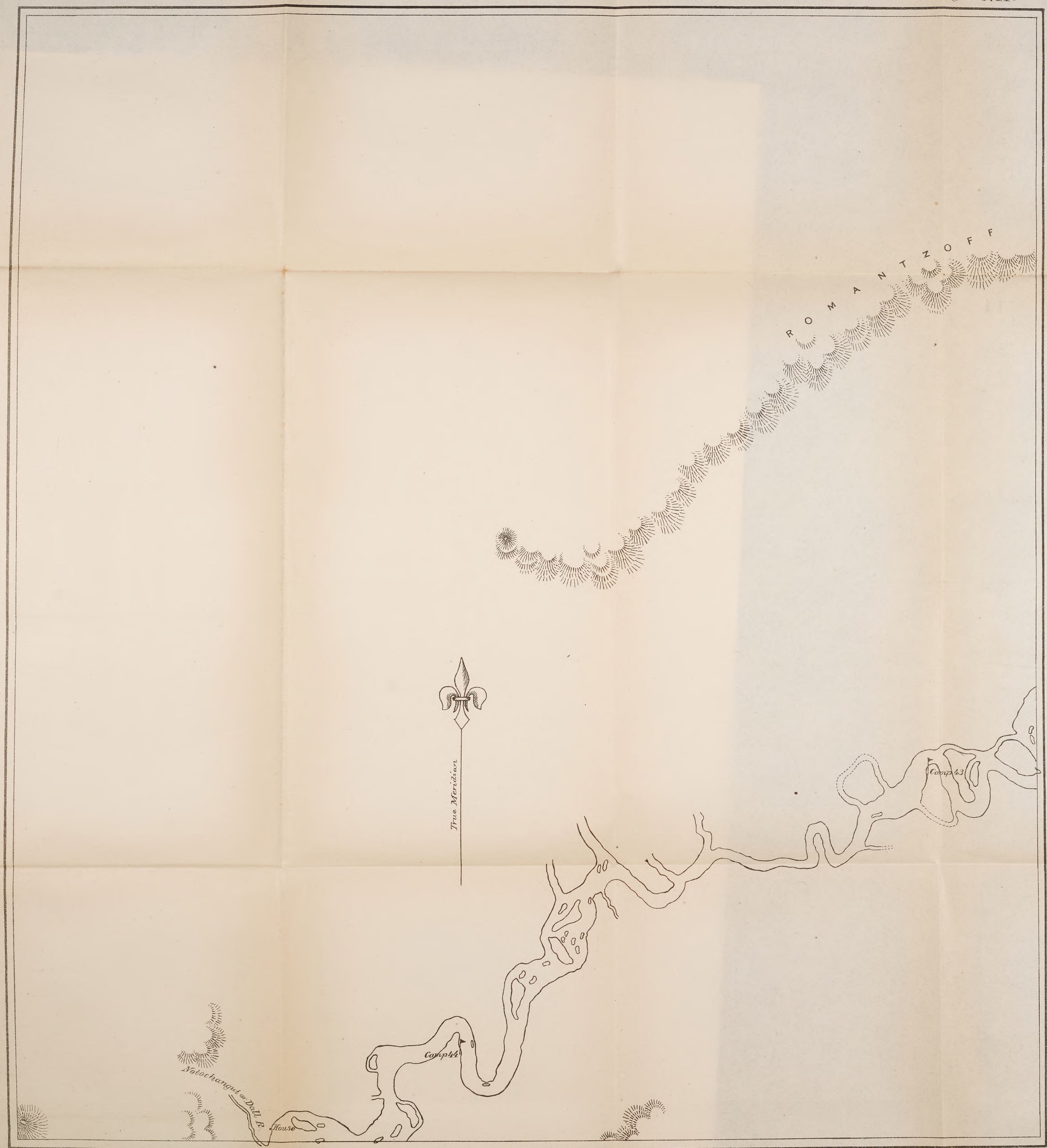
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Geographical Miles.

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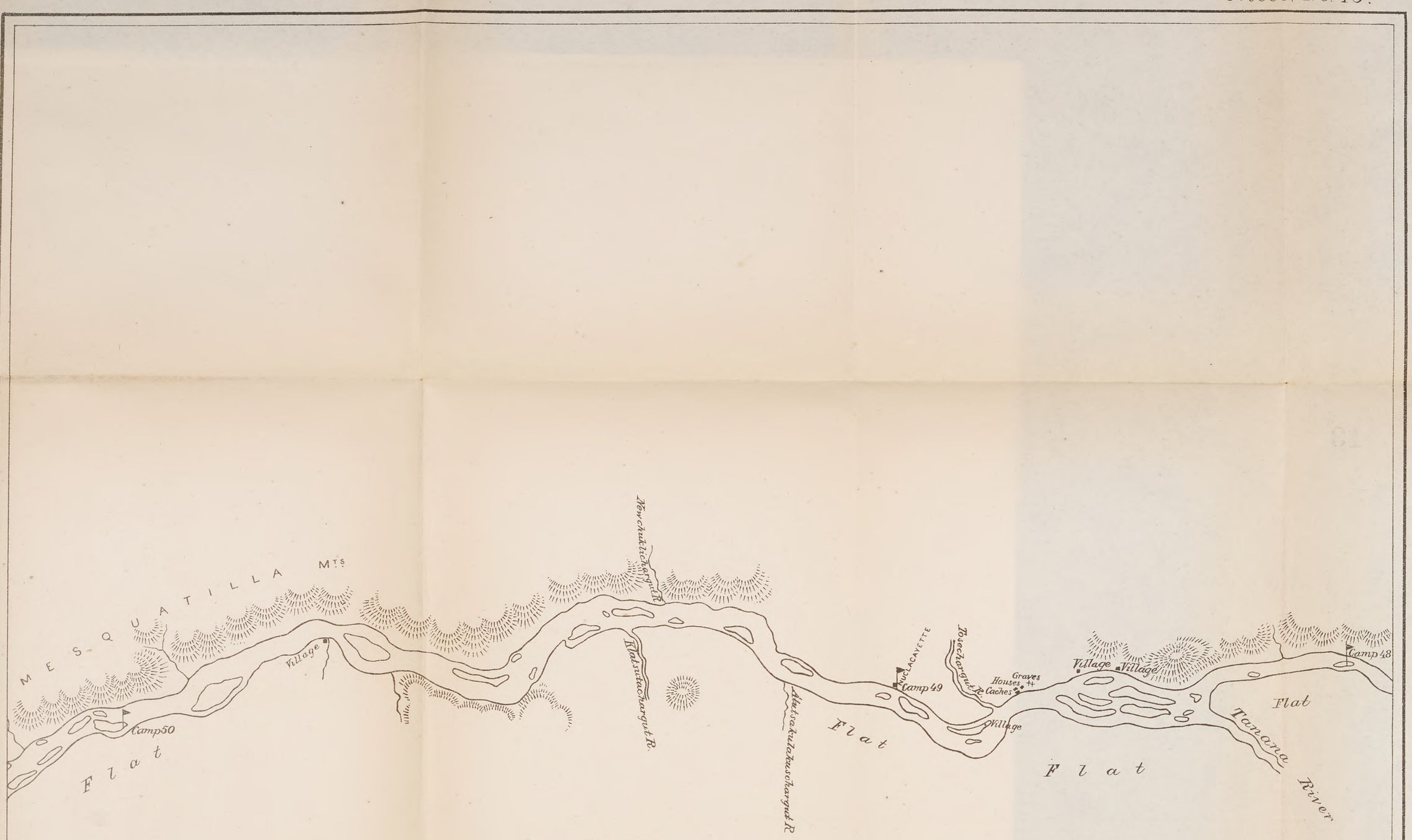
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True Meridian

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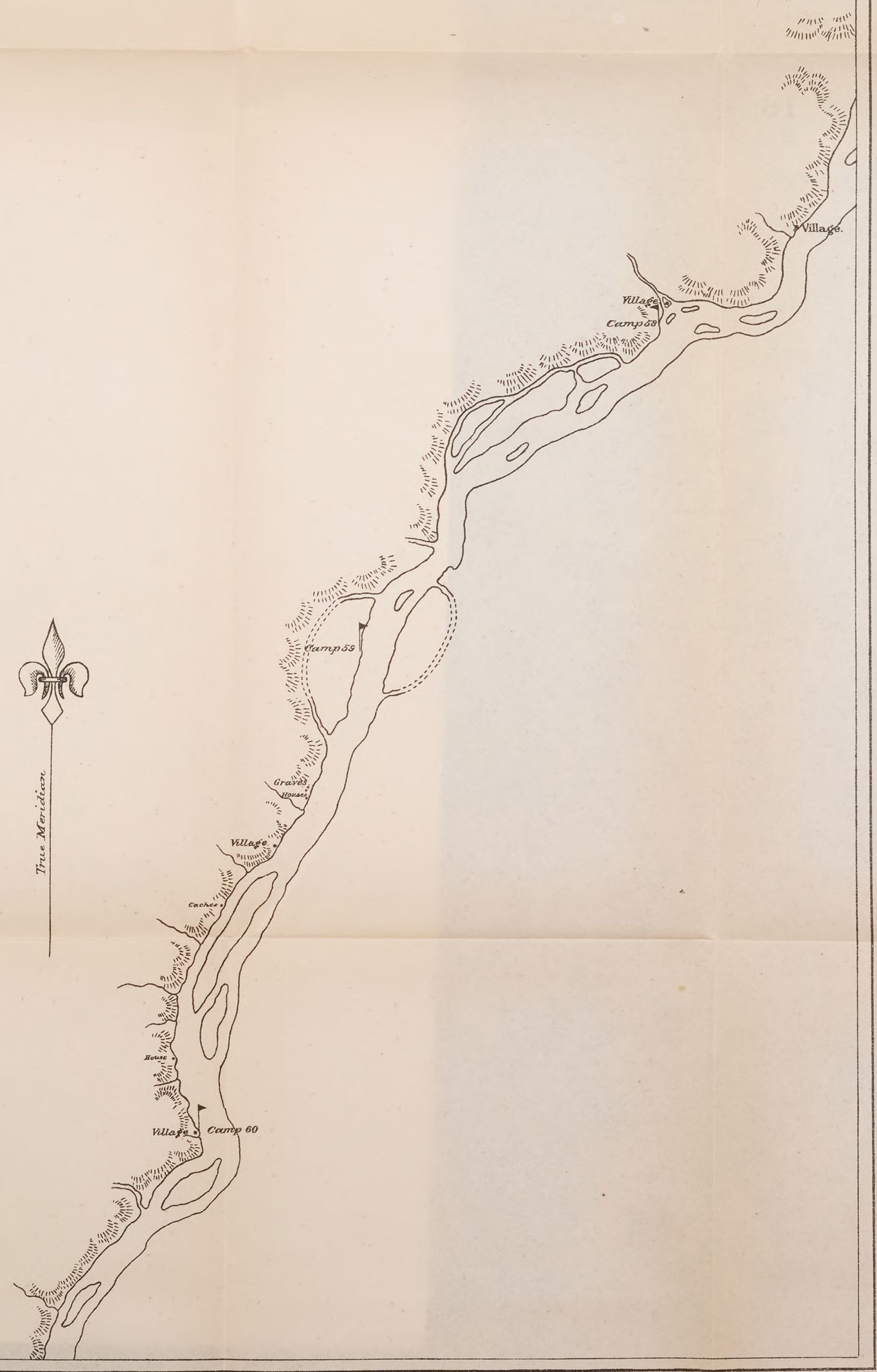
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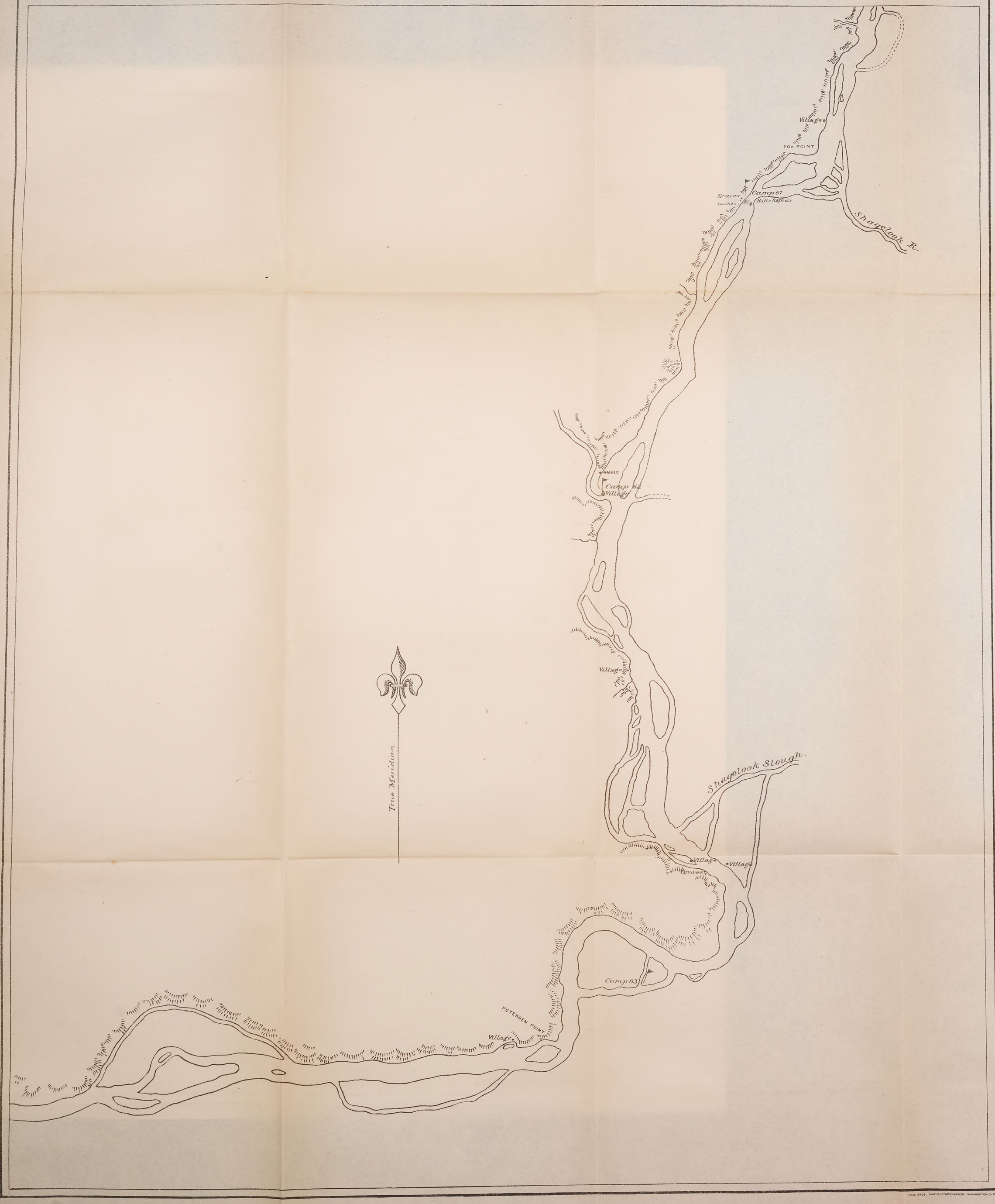
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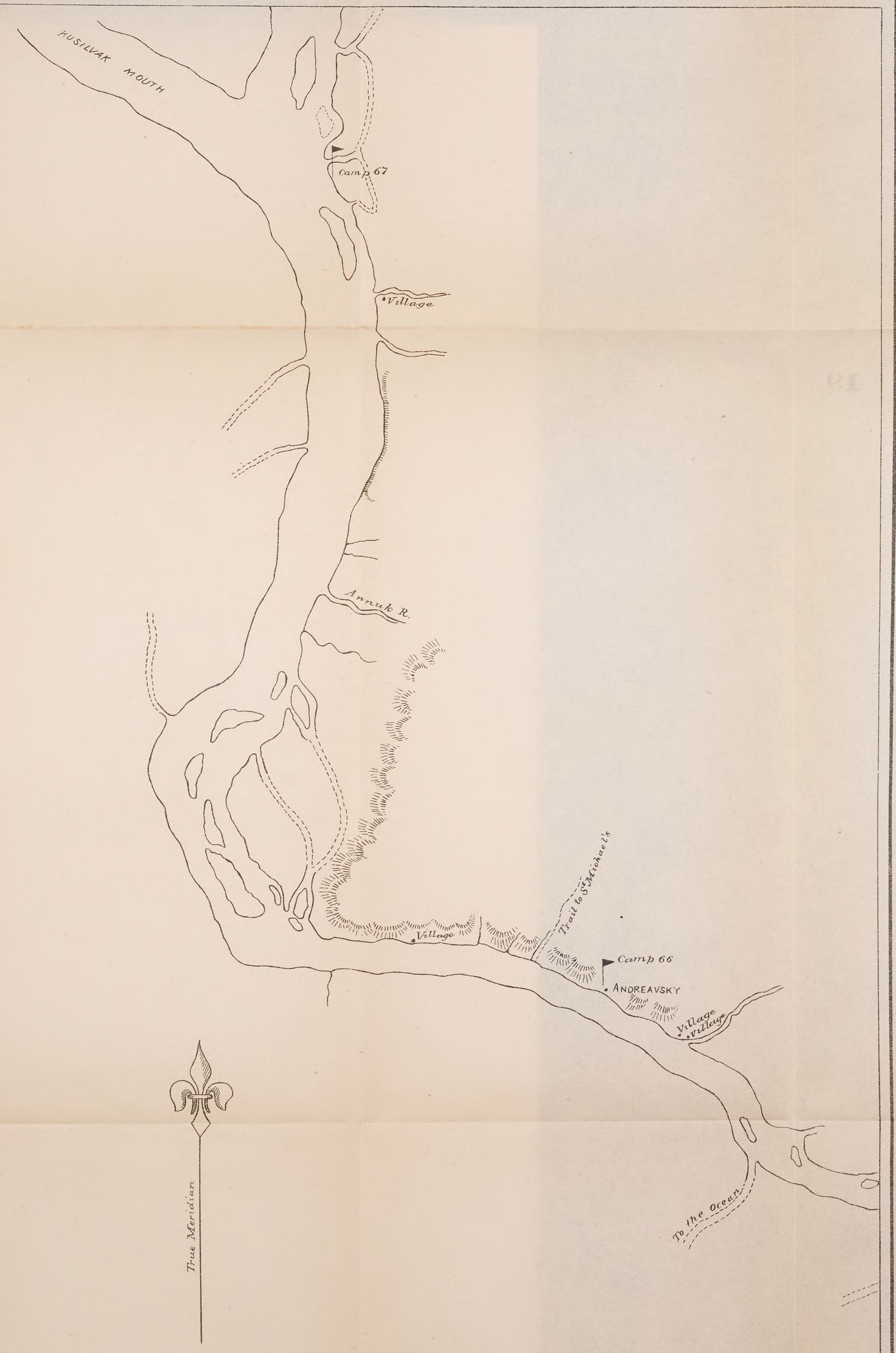


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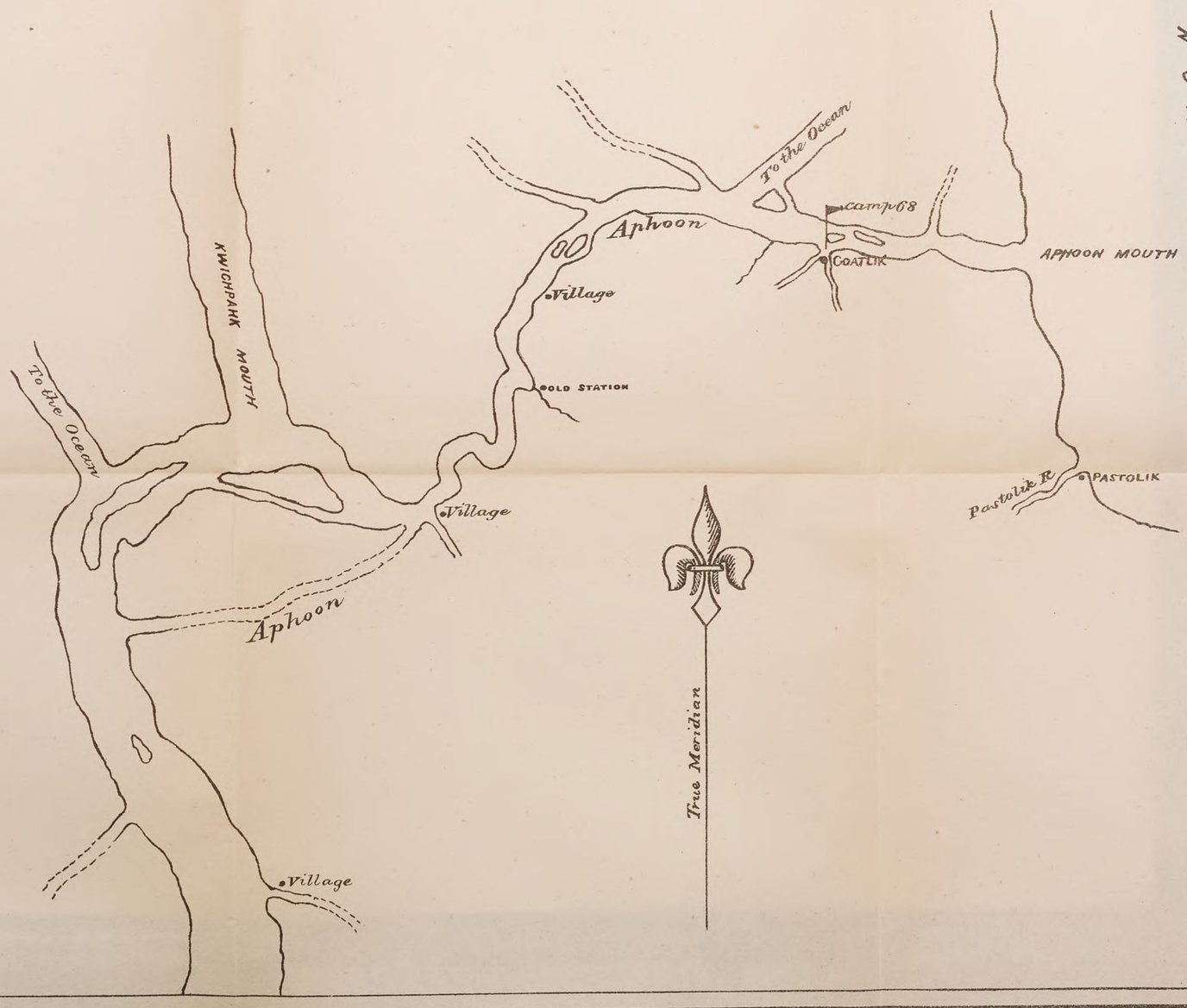
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48TH CONGRESS, 2d Session. } SENATE. { Ex. DOC. No. 3.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Letter of Chief of Engineers, dated the 2d instant, inclosing copy of report of Col. A. F. Rockwell, U. S. A., in relation to a system of telegraph and telephone service in Washington.

DECEMBER 4, 1884.—Referred to the Committee on Public Buildings and Grounds and ordered to be printed.

WAR DEPARTMENT,
Washington City, December 2, 1884.

The Secretary of War has the honor to transmit to the United States Senate a letter of the Chief of Engineers, dated the 2d instant, inclosing a copy of a report, with two accompanying drawings, from Col. A. F. Rockwell, U. S. A., in charge of Public Buildings and Grounds in the District of Columbia, in relation to a comprehensive system of telegraph and telephone for Government service in Washington, on the Waring or other system of underground cable: the same being in response to the resolution of the Senate of July 3, 1884, as follows:

Resolved, That the Superintendent of Public Buildings and Grounds report to the Senate, on Tuesday after the first Monday in December next, a comprehensive system of telegraph and telephone for the Government service in Washington, on the Waring or other system of underground cable; presenting in detail the same and an itemized estimate of the cost. Also the cost per annum for rentals and maintenance at which the existing service stands the Government.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY;
Washington, D. C., December 2, 1884.

SIR: In answer to the inclosed resolution of the Senate of July 3, 1884, directing the Superintendent of Public Buildings and Grounds to report to the Senate a comprehensive system of telegraph and telephone for the Government service in Washington on some system of underground wire, with itemized estimate of its cost, and also the cost per annum of the existing Government service, I have the honor to submit herewith a copy of a report to this office, with two accompanying draw-

ings, from Col. A. F. Rockwell, U. S. A., in charge of Public Buildings and Grounds in the District of Columbia, containing the required information.

Very respectfully, your obedient servant,

JOHN NEWTON,
Chief of Engineers, Brigadier and Brevet Major General.

Hon. ROBERT T. LINCOLN,
Secretary of War.

LETTER OF TRANSMITTAL.

OFFICE OF PUBLIC BUILDINGS AND GROUNDS,
Washington, D. C., December 1, 1884.

GENERAL: In compliance with the instructions contained in Department letter of July 8, last, I have the honor to submit herewith a report upon a comprehensive underground system of telegraph and telephone for the Government service in Washington with an itemized estimate of the cost, as called for by the resolution of the United States Senate dated July 3, 1884.

The report is accompanied by a map showing the route proposed to be followed in laying the cable, and by a "wire diagram," showing the plan to be observed in making connections with the various Departments.

Very respectfully, your obedient servant,

A. F. ROCKWELL,
Colonel, United States Army, in charge.

Brig. Gen. JOHN NEWTON,
Chief of Engineers, U. S. A.

REPORT OF COLONEL A. F. ROCKWELL, U. S. ARMY.

OFFICE OF PUBLIC BUILDINGS AND GROUNDS,
Washington, D. C., December 1, 1884.

GENERAL: Pursuant to the resolution of the Senate of the United States, namely:

IN THE SENATE OF THE UNITED STATES,
July 3, 1884.

Resolved, That the Superintendent of Public Buildings and Grounds report to the Senate, on Tuesday after the first Monday in December next, a comprehensive system of telegraph and telephone for the Government service in Washington, on the Waring or other system of underground cable; presenting in detail the same and an itemized estimate of the cost.

Also the cost per annum for rentals and maintenance at which the existing service stands the Government.

Attest:

ANSON G. McCOOK,
Secretary.

I have the honor to report as follows:

I invite attention, first, to a reply to the last clause of the resolution, that of the annual cost for rentals and maintenance of existing service.

TELEGRAPH SERVICE.

This is confined to and met by the annual appropriation therefor, viz, $1,250; which is allotted as follows:

For annual pay of one electrician and lineman	$900
For repairs and electrical supplies	350

In addition thereto there are expended annually the following sums for the service from appropriations controlled by the Departments specified:

United States Senate:		
1 telegraph operator at an annual compensation of		$1,200 00
House of Representatives:		
1 telegraph operator at an annual compensation of		720 00
Executive Mansion:		
1 telegraph operator at an annual compensation of		1,400 00
War Department:		
1 telegraph operator at an annual compensation of		1,200 00
Navy Department:		
1 telegraph operator at $1,000 per annum	$1,000 00	
1 telegraph messenger boy at $240 per annum	240 00	
		1,240 00
Treasury Department:		
1 telegraph operator at $1,200 per annum	1,200 00	
1 telegraph operator 313 days, at $2 per diem	626 00	
		1,826 00
Interior Department:		
1 telegraph and telephone operator (one-half of annual salary)	600 00	
1 telegraph operator at $1,200 per annum	1,200 00	
		1,800 00
Department of Justice:		
1 telegraph operator at $1,000 per annum		1,000 00
Government Printing Office:		
1 telegraph operator at $1,408.50 per annum		1,408 50
Total		11,794 50

TELEPHONE SERVICE.

United States Senate:		
3 telephones—1 at $65; 1 at $150; and 1 at $25 per annum	$240 00	
1 telephone operator at $720 per annum	720 00	
1 telephone messenger, during session, say 150 days, at $2.50	375 00	
		$1,335 00
House of Representatives:		
8 telephones—3 at $112.50, $337.50; 1 at $100; 3 at $60, $180; and 1 at $30 per annum	647 50	
1 telephone operator during session, say 150 days, at $2.50	375 00	
		1,022 50
Executive Mansion:		
4 telephones—1 at $100; 1 at $40; and 2 at $37.50, $75 per annum		215 00
State Department:		
7 telephones—4 at $60, $240; 1 at $40; and 2 at $72, $144, per annum	424 00	
Cost of maintaining batteries per annum	100 00	
		524 00
War Department:		
34 telephones—16 at $60, $960, and 18 at $10, $180, per annum	1,140 00	
1 exclusive wire, per annum	130 00	
1 telephone operator, per annum	360 00	
Annual cost of changes in wires and connections	18 00	
		1,648 00
Navy Department:		
15 telephones—8 at $100, $800; 4 at $60, $240; 1 at $72; 1 at $86; and 1 at $137.50, per annum	1,329 50	
1 exclusive wire, per annum	100 00	
		1,429 50
Treasury Department:		
24 telephones—20 at $60, $1,200; 1 at $100; and 3 at $75, $225, per annum	1,525 00	
1 exclusive wire, per annum	60 00	
		1,585 00

Post-Office Department:		
5 telephones—1 at $100, and 4 at $75, $300, per annum	$400 00	
6 exclusive wires—1 at $108; 1 at $118; 2 at $60, $120; 1 at $100; and 1 at $50, per annum	496 00	
		$896 00
Interior Department:		
56 telephones at $60 per annum	3,360 00	
1 telephone and telegraph operator (one-half annual salary)	600 00	
		3,960 00
Department of Justice:		
3 telephones—1 at $100, and 2 at $60, $120, per annum	220 00	
1 exclusive wire, cost included in above	0 00	
		220 00
Department of Agriculture:		
3 telephones at $60 per annum	180 00	
1 exclusive wire at $90 per annum	90 00	
		270 00
Government Printing Office:		
10 telephones at $60 per annum	600 00	
1 exclusive wire at $25 per annum	25 00	
1 telephone operator at $1,001.60 per annum	1,001 60	
		1,626 60
United States Coast and Geodetic Survey:		
1 telephone, with exclusive wire, at $100 per annum		100 00
United States Commission Fish and Fisheries:		
8 telephones—3 at $20, $60; 2 at $40, $80; 1 at $48; 1 at $60; and 1 at $35, per annum	283 00	
4 exclusive wires, put up by United States, first cost, $365	0 00	
Additional cost of maintenance per annum	99 00	
		382 00
Smithsonian Institution:		
12 telephones at $20 per annum	240 00	
1 exclusive wire, put up by United States, first cost, $38	0 00	
Additional cost of maintenance per annum	108 00	
		348 00
New National Museum:		
20 telephones—18 at $20, $360, and 2 at $40, $80, per annum	440 00	
3 exclusive wires, put up by United States, first cost, $238	0 00	
1 telephone operator at $540 per annum	540 00	
Additional cost of maintenance per annum	123 00	
		1,103 00
Office of Public Buildings and Grounds:		
1 telephone at $20 per annum		20 00
Greenhouses, Monument Grounds:		
1 telephone at $20 per annum	20 00	
1 exclusive wire, owned by United States	0 00	
		20 00
Total annual cost of telephone service		16,704 60
Total number of telephones		215

SUMMARY.

Total annual cost of departmental telegraph service	$13,044 50
Total annual cost of departmental telephone service, including rental of the 215 telephones now in use	16,704 60
Aggregate annual cost at which the present departmental telegraph and telephone service now stands the Government	29,749 10

I now invite attention to an estimate for a comprehensive system of telegraph and telephone for the Government service in Washington on the "Waring" underground system.

Comprising this, are:

1. Cost of cable ready for use.
2. Cost of inside office connections.
3. Cost of instruments.
4. Cost of switches.
5. Cost of operating service.
6. Cost of maintenance.

COST OF CABLES LAID DOWN.

Attention is first invited to the accompanying map A*, which shows in red the present aerial system of Departmental telegraph wires; in green, the present line of "Waring" cable laid by the "Standard Underground Cable Company" in November, 1883 (see Senate Ex. Doc. No. 197, Forty-eighth Congress, first session), and now in operation for both telegraphic and telephonic purposes; and in violet, the line upon which it is proposed to lay the additional cables required to complete a comprehensive system as called for by the resolution of the Senate. The number of feet of wire required to be laid down in these additional cables and the points which are to be connected therewith are approximately set forth in the following schedule:

Line.	Ditching and boxing.	Number of wires.	Total wire.
	Linear feet.		*Linear feet.*
From Capitol to navy-yard	7,250	6	43,500
From Capitol to Government Printing Office	3,150	12	37,800
From Patent Office to Pension Office	1,500	12	18,000
From Patent Office south to north B street	2,300	12	27,600
From Armory Building to National Museum	1,120	12	13,440
From National Museum to Smithsonian Institution	420	12	5,040
From Smithsonian Institution to B and Ninth streets N. W	1,500	12	18,000
From B and Fourteenth streets N. W., south to Bureau of Engraving and Printing	1,830	12	21,960
From Fourteenth street east to Department of Agriculture	300	12	3,600
From East Executive avenue to Treasury and Department of Justice	1,100	18	19,800
From main trunk to Executive Mansion	200	6	1,200
From New York avenue and Seventeenth street N. W., to Naval Observatory	4,600	18	82,800
From Seventeenth and G streets N. W., to Signal and War Records Offices	1,650	6	9,900
From Fourteenth street S. W., to United States Greenhouses	750	2	1,500
One six-wire cable, exclusively for telegraphic business, as shown in red on "wire-diagram" B* herewith	13,728	6	243,888
Total	41,398	.....	548,028

At the prices submitted by the "Standard Underground Cable Company," this would amount to the following: Ditching and boxing, 41,398 feet, at 18½ cents, $7,658.63; conductors, 548,028 feet, at 6 cents, $32,881.68; giving an aggregate cost of $40,540.31 for the "Waring" cables laid down ready for use.

There has been received an estimate from the "Averell Insulating Conduit and Telephone Company," of Washington, D. C., which, being imperfect in details, is submitted in the following extract:

> I have to state that a prism 1 foot square in cross-section, carrying one hundred conductors of No. 14 copper, can be laid at an average price not exceeding $8,000 per mile, or not exceeding $80 per mile per wire.
>
> The variable elements in this estimate are: The character of the required excavations, the size of the conductors, their number, and kind of metal used in them. No. 14 copper wire is equivalent in conductivity to No. 8 galvanized, and costs less.
>
> The price per mile per wire will be diminished or increased in proportion as the number of wires required is greater or less than one hundred. The charge for maintenance, insurance, and royalty on each wire per mile will not exceed $20 per annum.

COST OF INSTRUMENTS.

The only proposition for the sale of telephones to the Government is made by the "Washington Telephone Company," of Washington, D. C. (controlling the Rogers patents), at the rate of $40 per set, which, as there are two hundred and fifteen instruments required, would give a total cost of $8,600.

* Not furnished.

COST OF SWITCHES.

There will be required eight switches, at an estimated cost for purchase of $1,350.

COST OF OPERATING SERVICE.

Telegraph operators, as at present employed, per annum	$11,794 50
Telephone operators, as at present employed, per annum	3,971 60
Eight switch-tenders, at $600 per annum	4,800 00
One electrician, at $1,200 per annum	1,200 00
Two inspectors, at $900 each	1,800 00
Total	23,566 10

COST OF MAINTENANCE, INCLUDING RENTAL OF TELEPHONES, IF NOT PURCHASED.

For the rental of telephones there have been received three propositions: One from the "Chesapeake and Potomac Telephone Company," Washington, D. C., controlling the "Bell" telephone; one from the "Washington Telephone Company," Washington, D. C., controlling the "Rogers" telephone, and one from the "Averell Insulating Conduit and Telephone Company," Washington, D. C., controlling the "Long" telephone, proposing an annual charge for the use of instruments, including the subterranean circuits connecting them with the central station, at a rate not exceeding $40. It is on the propositions of the first two named that the following estimate is based:

For rental of 215 telephones, including maintenance, at an estimated cost of $25 per instrument per annum, $5,375.

SUMMARY.

If telephones are purchased:

Cost of "Waring" cables, laid down	$40,540 31
Cost of inside office connections, estimated at 10 per cent. of above	4,054 03
Purchase of 215 telephones, at $40 per set	8,600 00
Purchase of eight switches, various sizes	1,350 00
Cost of operating service, salaries per annum	23,566 10
Cost of maintenance, per annum	2,500 00
	81,610 44

If telephones are rented:

Cost of "Waring" cables, laid down	40,540 31
Cost of inside office connections, estimated at 10 per cent. of above	4,054 03
Rental of 215 telephones, at $15 per set, per annum	3,225 00
Purchase of eight switches, various sizes	1,350 00
Cost of operating, salaries, per annum	23,566 10
Cost of maintenance, per annum	2,500 00
	75,235 44

The telephonic system herein provided is for an exclusively Government service, and does not include connection with the public exchange.

The above estimates provide for a minimum service based upon the present demands. Should it be deemed advisable to provide for future needs, the cost for an additional main trunk line, consisting of one six-wire cable, will cost $5,000 additional.

Very respectfully, your obedient servant,

A. F. ROCKWELL,
Colonel, United States Army, in charge.

Brig. Gen. JOHN NEWTON,
Chief of Engineers, U. S. A.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 4.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Report of "Tests of iron and steel and other materials for industrial purposes," by Maj. F. H. Parker, commanding the Watertown Arsenal.

DECEMBER 4, 1884.—Referred to the Committee on Printing, and ordered to be printed.

WAR DEPARTMENT,
Washington City, December 3, 1884.

The Secretary of War has the honor to transmit to the United States Senate a letter of the Chief of Ordnance, United States Army, dated the 25th ultimo, and its accompanying report of "Tests of iron and steel and other materials for industrial purposes," made by Maj. F. H. Parker, Ordnance Department, United States Army, commanding the Watertown Arsenal, with the United States testing-machine, during the fiscal year ended June 30, 1884.

Attention is respectfully invited to the remarks of the Chief of Ordnance touching the urgency of the need of an additional testing-machine, in order to provide increased facilities for the steady prosecution of such important work, an estimate for the additional machine having already been submitted by this Department, as shown on page 158 of the Book of Estimates.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

O

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 5.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Report of the "Armament Board" upon the various kinds of ordnance for the service.

DECEMBER 8, 1884.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT,
Washington City, December 5, 1884.

The Secretary of War has the honor to transmit to the United States Senate a report, submitted under date of November 7, 1884, by the Board of Officers appointed in pursuance of the act "making appropriations for fortifications and other works of defense, and for the armament thereof, for the fiscal year ending June 30, 1885, and for other purposes," approved July 5, 1884, for the purpose of determining "the various calibers, lengths of bore, greatest and least admissible weights of guns for each caliber, together with the greatest and least weights of projectiles for each caliber of all the various calibers required for the service, together with the number of each caliber of gun required.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

Report of the Armament Board appointed in pursuance of the act of Congress approved July 5, 1884, *for the purpose of determining "the various calibers, lengths of bore, greatest and least admissible weights of guns for each caliber, together with the greatest and least weights of projectiles for each caliber of all the various calibers required for the service, together with the number of each caliber of gun required."*

ARMY BUILDING,
New York City, November 7, 1884.

SIR: On behalf of the Board of Officers appointed by Special Order No. 174, Headquarters of the Army, Adjutant-General's Office, July 26, 1884, under the act of Congress "making appropriations for fortifications and other works of defense," &c., approved July 5, 1884, I have the honor to forward herewith its report.

Very respectfully, your obedient servant,

T. G. BAYLOR,
Colonel of Ordnance, U. S. A., President of the Board.

The HON. SECRETARY OF WAR,
Washington, D. C.

REPORT.

ARMY BUILDING,
New York City, November 7, 1884.

The Board met at this place on August 11, 1884, on the call of its president, in pursuance of the following order:

[Special Order No. 174.]

HEADQUARTERS OF THE ARMY,
ADJUTANT-GENERAL'S OFFICE,
Washington, July 26, 1884.

[Extract.]

* * * * * * *

9. By direction of the Secretary of War, a board of officers, to consist of Col. Thomas G. Baylor, Ordnance Department; Col. James C. Duane, Corps of Engineers; Maj. William R. King, Corps of Engineers; Maj. George W. McKee, Ordnance Department; Capt. Charles Shaler, Ordnance Department; Capt. Edward Maguire, Corps of Engineers, is appointed for the purpose of determining, as required by the following provisions of "An act making appropriations for fortifications and other works of defense," &c., approved July 5, 1884: "the various calibers, lengths of bore, greatest and least admissible weights of guns for each caliber, together with the greatest and least weights of projectiles for each caliber of all the various calibers required for the service, together with the number of each caliber of gun required."

The Board will be assembled on the call of the president thereof, and will make its report to the Secretary of War. The junior member of the Board will act as recorder.

Such journeys as may be required under this order are necessary for the public service.

* * * * * * *

By command of Lieutenant-General Sheridan.

CHAUNCEY McKEEVER,
Acting Adjutant-General.

The Board has continued in session at intervals until this date, and has carefully considered the various points of inquiry submitted to it.

The Board interpreted the act of Congress under which it was appointed to refer only to mortars and guns of high power for the defense of our harbors against foreign armor-clad vessels, and in their investigation have not taken into consideration the lighter guns required for the flank defense of permanent works.

The Board first directed its attention to the depth of water in the channels leading to all of our seaports, and then ascertained the number of and thickness of armor of the known iron-clads of the world which could enter their harbors.

The powers of the guns necessary to penetrate these armors were then calculated and the numbers of guns considered essential for a proper defense of the harbors was decided upon. In that determination the Board was guided by a list of guns and mortars which had been prepared by the Board of Engineers for Fortifications after careful study of the subject.

The decision in regard to the calibers, lengths of bore, and weights of guns and projectiles was made from an examination of the most powerful and approved types of modern guns known in this country and in Europe. The weights of these guns and of their steel-armor piercing projectiles being definitely known, they are not given between limits.

The following tables give, as far as it can be ascertained, the information which the Board is called upon to furnish:

TABLE I.

Caliber.	Number of each caliber.	Length of—			Weight of gun.	Weight of projectile.	Weight of charge.
		Bore.		Gun.			
Inches.		*Calibers.*	*Feet.*	*Feet.*	*Tons.*	*Pounds.*	*Pounds.*
8	125	30	20	21.5	13	285	100
10	226	30	25	26.875	25	575	225
12	306	32.06	32.06	35.11	48	894	456
16	50	31.74	41.67	45.93	107.77	1 631.4	650.4
12″ mortar	512	9	9	10.33	13.06	610	52

TABLE II.

Caliber.	Velocity of projectile in feet per second at—							
	Muzzle.	1,000 yards.	2,000 yards.	3,000 yards.	4,000 yards.	5,000 yards.	6,000 yards.	7,000 yards.
Inches.								
8	1,800	1,639	1,488	1,350	1,230	1,129	1,049	995
10	1,900	1,767.7	1,642.2	1,523.3	1,410.9	1,308.5	1,217.5	1,138.6
12	1,853	1,731.2	1,641	1,508.5	1,405.1	1,310.2	1,225.5	1,150.9
16	1,985	1,865	1,750	1,641	1,536.9	1,437.1	1,344.5	1,260.6

TABLE III.

Caliber.	Penetration of wrought iron in inches at—							
	Muzzle.	1,000 yards.	2,000 yards.	3,000 yards.	4,000 yards.	5,000 yards.	6,000 yards.	7,000 yards.
Inches.								
8	16.43	14.97	13.63	12.40	11.31	10.39	9.67	9.19
10	21.8	20.38	18.96	17.61	16.33	15.16	14.13	13.23
12	24.24	22.68	21.21	19.81	18.47	17.25	16.15	15.18
16	30.49	28.96	26.95	25.29	23.71	22.20	20.74	19.52

The penetrations are calculated by the English thick-plate formula $t = \left(\frac{E}{0.86}\right)^{\frac{1}{2.035}}$ in which t is the penetration in inches and E is the energy in foot-tons per inch of circumference of shot.

Appended are a graphical determination of the penetrations for each gun, with sketch showing the same, and a record of the proceedings of the Board.

In conclusion, the Board would state that it deems it of the utmost importance that the guns and mortars above specified should be procured at the earliest date practicable.

The Board has adjourned *sine die*.

T. G. BAYLOR,
Colonel of Ordnance, U. S. A., President of the Board.
J. C. DUANE,
Colonel of Engineers.
W. R. KING,
Major of Engineers.
CHARLES SHALER,
Captain of Ordnance.
EDWARD MAGUIRE,
Captain of Engineers, Member and Recorder of Board.

I concur in the above report except as regards the mortars, believing that a proportionate number of direct fire guns would answer the purpose better in the defense of our harbors.

GEO. W. McKEE,
Major of Ordnance, U. S. A.

Record of proceedings of a Board of Officers, convened by virtue of the following order:

[Special Orders No. 174.]

HEADQUARTERS OF THE ARMY,
ADJUTANT-GENERAL'S OFFICE,
Washington, July 26, 1884.

[Extract.]

* * * * * * *

9. By direction of the Secretary of War, a Board of Officers, to consist of Col. Thomas G. Baylor, Ordnance Department; Col. James C. Duane, Corps of Engineers; Maj. William R. King, Corps of Engineers; Maj. George W. McKee, Ordnance Department; Capt. Charles Shaler, Ordnance Department; Capt. Edward Maguire, Corps of Engineers, is appointed for the purpose of determining, as required by the following provisions of "An act making appropriations for fortifications and other works of defense," &c., approved July 5, 1884, "the various calibers, lengths of bore, greatest and least admissible weights of guns for each caliber, together with the greatest and least weights of projectiles for each caliber of all the various calibers required for the service, together with the number of each caliber of gun required."

The Board will be assembled on the call of the president thereof, and will make its report to the Secretary of War.

The junior member of the Board will act as recorder.

Such journeys as may be required under this order are necessary for the public service.

* * * * * * *

By command of Lieutenant-General Sheridan.

CHAUNCEY McKEEVER,
Acting Adjutant-General.

ARMORY BUILDING,
New York City, August 11, 1884—10.30 A. M.

The Board met pursuant to the call of its president.

Present: Col. Thomas G. Baylor, Ordnance Department; Col. James C. Duane, Corps of Engineers; Maj. William R. King, Corps of Engineers; Maj. George W. McKee, Ordnance Department; Capt. Edward Maguire, Corps of Engineers.

Absent: Capt. Charles Shaler, Ordnance Department, who was on duty with the Senate Select Committee on Ordnance.

Having heard the reading of the order appointing it, the Board engaged in a discussion of the nature and extent of its duties and adopted a plan of procedure.

A letter was prepared and sent to the Chief of Ordnance, U. S. A., asking if the Department was in possession of any information in regard to armored ships of a later date than King's and Very's publications.

The Board then adjourned until 11 a. m. to-morrow, the 12th instant.

AUGUST 12, 1884—11 A. M

The Board met pursuant to adjournment.

Present: Same members as yesterday. Captain Shaler absent on duty with the Senate Select Committee on Ordnance.

The record of the proceedings of the previous meeting was read and approved.

The Board then resolved that, in order to facilitate business and to collect information necessary for the consideration of the various points of inquiry submitted to it, two committees be appointed; one to prepare a schedule of the harbors of the United States and ascertain the number of and thickness of armor of the iron-clads of the various nations which can enter those harbors; the other to prepare a list of the different calibers of guns required to penetrate different thicknesses of armor varying from 4 to 26 inches, and also to consider the question of the lengths of bore and weights of such guns, as also the weights of projectiles.

RANGES IN YARDS

0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000 6500 7000

PENETRATION IN INCHES.

33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8

16 INCH. (406 c/m)

12 INCH (305 m/m)

10 INCH

8 INCH

New York Navy Yard
Nov. 7, 1884.
To accompany Report of the Armament Boards.

S. EX. 5, 2, 48.

PUBLISHED BY KEUFFEL & ESSER, NEW YORK

CROSS SECTION
10 THS
No 92.

PENETRATING POWER OF 8, 10, 12 & 16 INCH GUNS INTO ARMOR OF VARIOUS THICKNESSES.

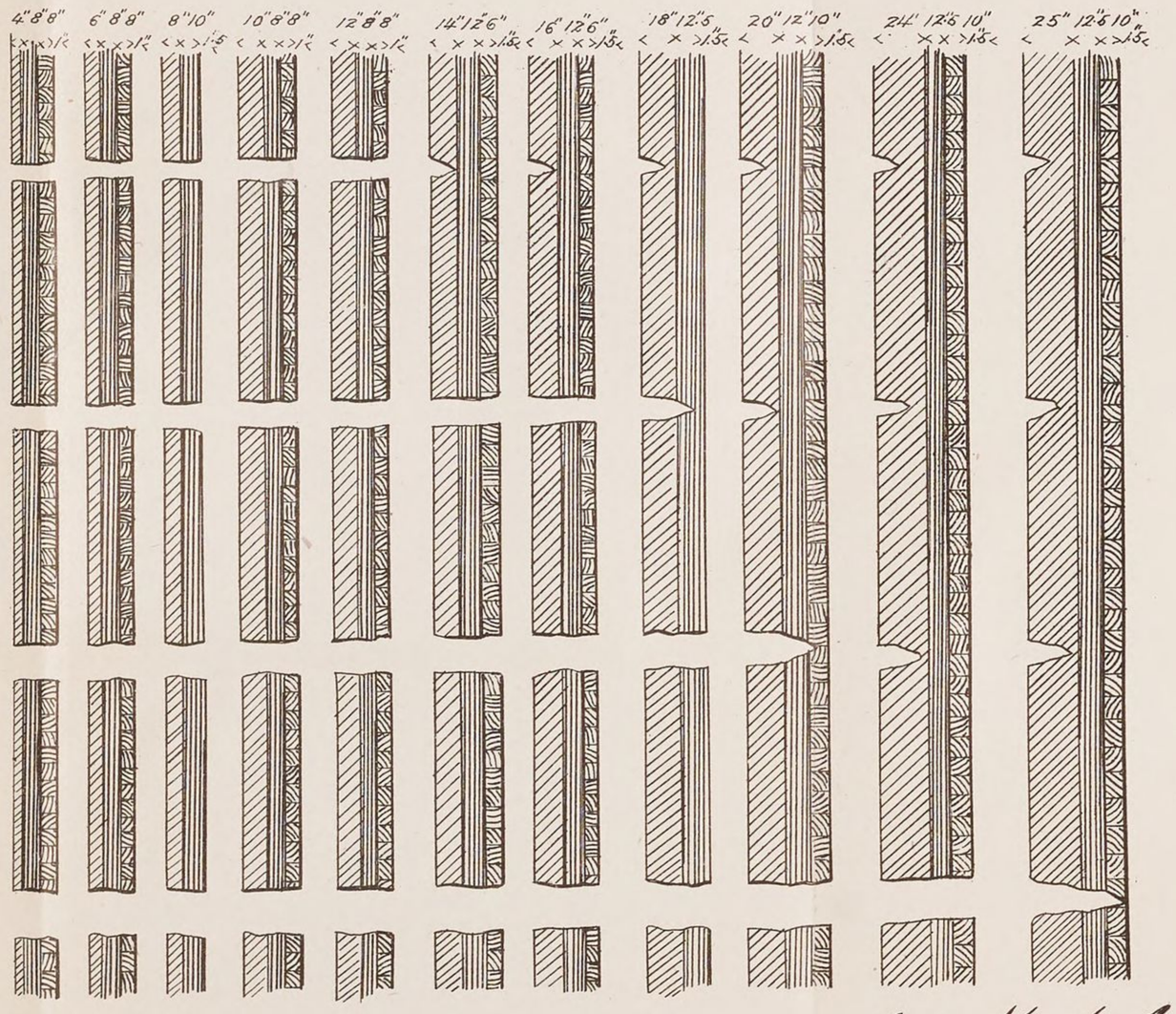
8 INCH

10 INCH

12 INCH (30½ c/m.)

16 INCH (40 c/m.)

AT A DISTANCE OF 2333 YARDS DIRECT FIRE.
OR 1166 YARDS OBLIQUE FIRE ANGLE OF 25°.



New York City
Nov. 7. 1884
To accompany Report of the
Armament Board.

S. EX. 5, 2, 48.

The president of the Board then appointed the following members to serve on the first committee: Maj. William R. King, Corps of Engineers; Capt. Edward Maguire, Corps of Engineers; and the following named members to serve on the second committee: Col. Thomas G. Baylor, Ordnance Department; Maj. George W. McKee, Ordnance Department.

The Board then adjourned, subject to the call of its president.

AUGUST 27, 1884—11 A. M.

The Board met pursuant to the call of its president.

Present: Col. Thomas G. Baylor, Ordance Department; Col. James C. Duane, Corps of Engineers; Maj. William R. King, Corps of Engineers; Maj. George W. McKee, Ordnance Department; Capt. Edward Maguire, Corps of Engineers.

Absent: Capt. Charles Shaler, Ordnance Department, who was on duty with the Senate Select Committee on Ordnance.

The record of the proceedings of the previous meeting was read and approved.

The reports of the committees having been presented to it, the Board engaged in a discussion of the various points of inquiry submitted to it, and at 1.30 p. m. adjourned until 11 a. m. to-morrow, the 28th instant.

AUGUST 28, 1884—11 A. M.

The Board met pursuant to adjournment.

Present: Same members as yesterday; Capt. Charles Shaler, Ordnance Department, absent on duty with the Senate Select Committee on Ordnance.

The Board engaged in a discussion of the matter before it. It was then resolved that, in order to enable its president to obtain certain information necessary for the proper consideration of the points of inquiry submitted to it the Board adjourn, subject to the call of its president.

The Board then, at 1 p. m., so adjourned.

SEPTEMBER 2, 1884—11 A. M.

The Board met pursuant to the call of its president.

Present: All the members.

The record of the proceedings of the previous meeting was read and approved.

The Board then engaged in a discussion of the various points of inquiry submitted to it, and came to a final decision upon each of the said points.

The general outline of its report having been determined upon, the Board, at 1 p. m., adjourned, subject to the call of its president.

NOVEMBER 6, 1884—11 A. M.

The Board met pursuant to the call of its president.

Present: All the members, except Maj. William R. King, Corps of Engineers.

The record of the proceedings of the previous meeting was read and approved.

The Board engaged in a discussion of the draft of its report as submitted to it, and then adjourned until 12 m. to-morrow, the 7th instant.

NOVEMBER 7, 1884—12 M.

The Board met pursuant to adjournment.

Present: All the members.

The record of the proceedings of the previous meeting was read and approved.

Maj. William R. King, Corps of Engineers, then stated that his absence from the previous meeting was due to the delay caused by a railway accident while he was en route from his station to New York City.

After a full discussion the Board adopted the report of which this record of proceedings forms a part.

The report having been signed, and there being no further business before it, the Board then adjourned *sine die*.

EDW. MAGUIRE,
Captain of Engineers, Member and Recorder of Board.

C

48TH CONGRESS, 2d Session. } SENATE. { Ex. DOC. No. 6.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

Report of the Commissioner of Indian Affairs relative to the failure of the Utah and Northern Railway Company to compensate certain Indians for right of way.

DECEMBER 9, 1884.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 5, 1884.

SIR: I have the honor to transmit herewith copy of report of 2d instant with inclosures from the Commissioner of Indian Affairs, in relation to the failure of the Utah and Northern Railway Company to compensate the Indians upon the Fort Hall Reservation in Idaho for the right of way, and lands taken and used for the purposes of its road constructed through the said reservation from the north to the south thereof.

The United States laws relating to the construction of the road, and the treaty stipulations with the Indians, are cited by the Commissioner, and reference made to the action taken by Congress in similar instances in making compensation to the Indians for their lands taken and used for railroad purposes.

It is not presumed by this Department that the law of Congress granting the right of way to the Utah and Northern Railway Company was intended to authorize the construction of their road across the lands of these Indians without any compensation therefor. The matter is therefore respectfully submitted for the consideration of the Congress, and such action as it may find to be right and proper.

Very respectfully,

H. M. TELLER,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 2, 1884.

SIR: I am in receipt of your letter of the 24th September last, relative to the failure of the Utah and Northern Railway Company to compensate the Shoshone and Bannock Indians for the right of way and

lands of the Fort Hall reservation in Idaho, taken and used for the purposes of its road constructed from north to south through said reservation, and directing the preparation of papers relating to the subject for presentation to Congress in the usual manner at its ensuing session for such action as may be deemed advisable by that body, with a view to determining whether it was the intention of the act of Congress of June 20, 1878, to grant a right of way through an Indian reservation without compensation to the Indians located thereon.

I have the honor to report thereon as follows:

The first section of the act of Congress approved March 3, 1873 (17 Stat., 619), entitled "An act granting the right of way through the public lands to the Utah Northern Railroad Company," provided—

> That for the purpose of enabling the Utah Northern Railroad Company, a corporation organized under the laws of the Territory of Utah, to build and extend its line by way of Bear River Valley, Soda Springs, Snake River Valley, and through Montana Territory, to a connection with the Northern Pacific Railroad by the most advantageous and practicable line to be selected by said company, the right of way through the public lands in the Territories of Utah, Idaho, and Montana is hereby granted to said company. Said right of way hereby granted to said company is to be the extent of 100 feet in width on each side of the central line of said road where it may pass over the public lands. There is also hereby granted to said company all necessary ground, not to exceed 20 acres for each ten miles in length of the main line of said railroad, for station buildings, workshops, machine-shops, switches, side tracks, turn-tables, and water stations.

Section 4 of the act required the company to locate the route of said road and file a map of such location within one year in the office of the Secretary of the Interior, and to complete the railroad within ten years after the passage of the act.

Section 5 reserves to Congress the right to alter, annul, or repeal said act whenever in its judgment the interest of the people may require it. The route prescribed by this act did not affect the Fort Hall reservation.

By a subsequent act of Congress approved June 20, 1878 (20 Stat., 241), it was provided—

> That the right of way through the public lands of the United States and other privileges heretofore granted by law to the Utah Northern Railroad Company are hereby modified and regranted so as to enable the Utah and Northern Railway Company and its assigns to build their road by the way of Marsh Valley, Port Neuf River, and Snake River Valley, instead of by the way of Soda Springs and Snake River Valley, as originally granted.

Under this last-mentioned act the Utah and Northern Railroad Company, on the 10th May, 1881, filed in the Department a series of fifteen maps of definite location of its road from the boundary of Idaho to a point in Montana, eleven of which, as indicating the route through the public lands, were approved by the Secretary of the Interior March 6, 1882. The remaining four maps, showing the line of route running north and south through the Fort Hall Reservation, were disapproved by the honorable Secretary for the reason (as appears from his letter to the Commissioner of the General Land Office dated March 27, 1882) that the consent of the Indians to the road had not been formally obtained.

By the tenth article of the treaty with the Shoshones and Bannocks July 3, 1868 (15 Stat., 673), creating a reservation for those Indians, subsequently established and defined by executive orders dated June 14, 1867, and July 30, 1869, respectively, it was provided—

> No treaty for the cession of any portions of the reservations herein described which may be held in common shall be of any force or validity as against the said Indians

unless executed and signed by at least a majority of all the adult male Indians occupying or interested in the same; and no cession by the tribe shall be understood or construed in such manner as to deprive, without his consent, any individual member of the tribe of his right to any tract of land selected by him, as provided in article six of this treaty.

It appears from the records of this office that on the 10th September, 1878, this office, in a report to the Department of that date, transmitting certain letters and telegrams received from the then agent for the Fort Hall Indians relative to the intention of the Utah and Northern Railroad Company to build its road through the Fort Hall Reservation, after reciting the provisions of the treaty with the Shoshones and Bannocks, with reference to the reservations to be set apart for said Indians, their right to severalty allotments thereon, and the stipulation as to cession of any part thereof, hereinbefore cited, took the ground that the lands within the Fort Hall Reservation were not "public lands" within the meaning of the said acts of Congress of 1873 and 1878, the same having been withdrawn from the public domain and set apart as a reservation for said Indians, in accordance with treaty stipulations, prior to the passage of said acts; and hence that the acts of Congress in question granting the right of way through the public lands to the Utah and Northern Railroad Company could not be construed as a grant through an Indian reservation, which it was contended is not "public land" under the thoroughly established signification of that term.

It was further contended that under the stipulations contained in the treaty with the Shoshones and Bannocks, it was absolutely necessary that the consent of the Indians holding in common, as also of those holding in severalty, should be obtained before the said railroad company could build its road across the reservation, and it was recommended by this office to the Department that the then agent be instructed to negotiate with the Indians for the necessary right of way through the reservation upon payment by the company of full compensation for all lands required for such right of way, station purposes, &c., and for resulting damages to farms of individual Indians, or lands connected with the agency, the amount of such compensation and the persons to whom payable to be determined by the agent, or by a commission appointed by the Secretary of the Interior.

On the 1st October, 1878, the following telegram was sent direct by the honorable Secretary of the Interior to Agent Danilson at the Fort Hall Agency:

You are directed to assemble your Indians in council immediately on receipt of this dispatch, to ask whether they will consent to yield the right of way to the Utah and Northern Railroad Company to build their road through the reservation. The construction of the road will be a public benefit, and we should put no obstacle in the way of its completion. The consent of the Indians is deemed very desirable. Take no further steps to stop the work.

To which Agent Danilson replied, under date October 2, 1878, as follows:

Am I to understand by your dispatch of yesterday that the company are to be allowed to cut timber on reservation for construction of road; also, that the present terminus and town can be moved to Black Rock, a central point on reservation?

By telegram dated October 3, 1878, this office replied as follows:

The Secretary hopes that the railroad company will not attempt to cut wood or build a town upon the reservation, and that the terminus will be removed beyond the reservation as speedily as possible.

On the 23d October, 1878, Agent Danilson wrote this offce as follows:

In compliance with telegraphic instructions of the Hon. Secretary of the Interior, dated the 1st instant, I have the honor to report that the Indians are willing to yield the right of way to the Utah and Northern Railroad Company to build their road through the reservation for the consideration of 500 head of good stock cattle.

For some unexplained reason the matter appears to have here rested, as I do not find that any further action was had by this office or by the Department in the matter until June 9, 1881, when the company having filed its maps of definite location the Hon. Secretary addressed a letter (copy herewith marked A) to Sidney Dillon, Esq., President of the Union Pacific Railroad Company, calling his attention to the fact that no compensation had been made to the Indians for the lands taken under the act of June 20, 1878, and requesting to be furnished with a statement in detail, showing the quantity of land taken for right of way and station purposes, together with an early proposition for settlement, in order that the same might be submitted to the Indians for their consideration.

On the 11th June, 1881, Mr. Dillon replied, stating that he had written to Omaha for a map of the line of road through the reservation and for other information called for by the Department, and would transmit the same when received to the Department, with such further answer to t he Hon. Secretary's letter as he should then be prepared to make (copyletter herewith marked B).

On the 12th June, 1884, Messrs. Shellabarger & Wilson, attorneys for the Utah and Northern Railroad Company, transmitted to the Department "for filing and approval under the right-of-way act of March 3, 1875," the undermentioned maps, viz:

1. Station grounds and water reservation at Inkom, on the Fort Hall Indian Reservation, Idaho.
2. Station grounds at McCammon, on the same.
3. Station grounds and water reservation at Sage Creek, on the same.
4. Station grounds at Calvin, on the same.
5. Station grounds at Ross Fork, on the same.
6. Station grounds at Arimo, on the same.
7. Station grounds at Port Neuf, on the same.
8. Station grounds at Pocatello, on the same.

Also a map showing the line of the Utah and Northern Railroad from Black Foot River, the north boundary of Fort Hall Indian Reservation, to the south boundary thereof, including the station grounds and water reservations above named.

Upon reference to this office of said maps and examination thereof, it was found that they were wholly unauthenticated, and with office letter of the 30th July last they were returned to the Department with the recommendation that the necessary affidavits by the proper officers of the railroad company in verification be supplied, in order to entitle them to consideration by the Department.

I also took occasion in said letter to call the attention of the Department to the fact that there appeared to be nothing of record in the Department to show that the Indians had ever been compensated by the said railroad company for the lands taken for right of way and station purposes, although the road through the reservation had long since been constructed and operated.

Judging from the map filed, and approximately speaking, the roadbed and right-of-way of the railroad in question from north to south through the Fort Hall Reservation, calculated on the scale indicated on the map, and an average width of two hundred feet, would yield an area of about 1,670 acres.

For eight stations, according to the maps filed, the company has appropriated no less than 456.77 acres, viz:

	Acres.
1. Inkom	29.97
2. McCammon	29.76
3. Sage Creek	23.39
4. Calvin	19.91
5. Ross Fork	20.00
6. Arimo	19.28
7. Port Neuf	15.15
8. Pocatello	299.31
Total	456.77

making, with the right of way, an aggregate of 2,126.77 acres taken on the reservation.

In this connection especial attention is invited to the unusual and extraordinary quantity, nearly 300 acres, of land taken by the company for Pocatello station alone.

Under the agreement negotiated with these same Indians by Mr. J. K. McCammon on behalf of the United States, July 18, 1881, for the relinquishment of their title to lands required for the purposes of the said Utah and Northern Railroad Company in the construction of a line of road running east and west through the Fort Hall Reservation, the United States agreed to pay to said Indians the sum of $6,000, being at the rate of $7.77 per acre, for 670 acres, right of way, and 102 acres station grounds, making in all 772 acres or thereabouts of reservation lands relinquished.

Section 2 of the act of Congress of July 3, 1882 (22 Stat., 148), ratifying and confirming said agreement, appropriated the sum of $6,000 to carry the same into effect, and section 3 of the same act made it a condition precedent to the use of the lands relinquished that the Utah and Northern Railroad Company, its successors or assigns, should, within ninety days from the passage of the act, pay into the United States Treasury the said sum of $6,000, thereby appropriated, which condition was duly fulfilled by the company.

Other instances may be cited in which Congress has recognized the right of the Indians to compensation for lands relinquished for railroad purposes, notably the cases of the Crow Indians and the Northern Pacific Railroad, act of Congress July 10, 1882 (23 Stat., 157); the Choctaw and Chickasaw Indians and the Saint Louis and San Francisco Railroad, act of Congress August 2, 1882 (22 Stat., 181); the Papago Indians and the Arizona Southern Railroad, act of Congress August 5, 1882 (22 Stat., 299); the Flathead Indians and the Northern Pacific Railroad, act of Congress July 4, 1884 (Pamph. Laws U. S., 48th Congress, 1st sess., p. 89); and in nearly every case, where the right of way has been provided for by treaty and further action by Congress has not been deemed necessary, the Indians have been compensated for the loss of their lands by the railway company interested.

There appears to be no reason why the Indians of the Fort Hall Reservation should not be compensated for the lands taken by the Utah and Nothern Railroad Company in the construction of its road north and south through the reservation, in the same manner as for the lands taken for the east and west road.

The acts of Congress of 1873 and 1878 grant a right of way through the *public lands* only, and it is clear that the term "public lands" cannot apply to an Indian reservation. By decision of the Supreme Court of the United States the principle has always been held and maintained that lands once reserved for any purpose cannot be relieved from such reservation until by competent authority it has been removed.

Whensoever a tract of land shall have been once legally appropriated to any purpose, from that moment the land thus appropriated becomes severed from the mass of public lands; and no subsequent law, proclamation, or sale should be construed to embrace or operate upon it, although no reservation were made of it. (Wilcox *v.* Jackson, 13 Pet., 498.)

Every tract set apart for special uses is reserved to the Government to enable it to enforce them. There is no difference in this respect, whether it be appropriated for Indians or for other purposes. (Leavenworth, Lawrence and Galveston R. R. Co., *v.* United States, 2 Otto, 733.)

The right of way cannot be claimed under the general act of March 3, 1875 (18 Stat. 482), even admitting that section 5 of that act brings Indian reservations within its operation, as no provisions for railroads is to be found in the treaty under which the reservation is set aside.

In accordance with your instructious the matter is now submitted for the consideration and action of Congress.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

A.

DEPARTMENT OF THE INTERIOR,
Washington, June 9, 1881.

SIR: It having been represented to me that no compensation has been made to the Indians upon the Fort Hall Reservation for the land taken for the construction of the Utah and Northern Railway through said reservation under the right-of-way act of June 20, 1878 (20 Stat. 241), and finding no evidence in this Department of payment by your company for said lands, I have to request that you will submit, at as early a day as practicable, a proposition for the settlement of this matter, which, if deemed reasonable by this Department, will be submitted to the said Indians for their consideration.

I desire to be informed specifically as to the length of the said road inside said reservation, the number and location of the stations therein, the width of the strip of land taken for the use of the road, and the amount of land in addition thereto taken for depot and other purposes, in order that the quantity of land in acres may be ascertained. To this end a map of your line through the reservation would be desirable.

I trust you will see the justice of a demand for the payment of a fair price for the land taken by your company in the reservation, and the necessity for prompt action on your part relative to the matter.

Very respectfully,

S. J. KIRKWOOD,
Secretary.

SIDNEY DILLON, Esq.,
Prest. U. P. R. R. Co., 78 Broadway, New York City.

B.

[The Union Pacific Railway Company Law Department. John F. Dillon, general solicitor, office 78 Broadway.]

NEW YORK, *June* 11, 1881.

MY DEAR SIR: I have the honor to acknowledge the receipt of your favor of the 9th inst., in respect of the construction of the Utah and Northern Railway through the Fort Hall Reservation. I will cheerfully cause your Department to be furnished with the information desired as far as it is in my power to do so. I shall have to send to Omaha to enable me to furnish such information, as the records, books, and papers of the company are at that place. I have written to Omaha for the map of the line of road through the reservation and for the other facts about which you wish to be informed. When received, I will transmit the same to your Department, with such further answer to your letter as I shall then be prepared to make.

I have the honor to be, very respectfully, your obedient servant,

SIDNEY DILLON.

Hon. S. J. KIRKWOOD,
Secretary of Interior, Washington, D. C.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 7.

LETTER

FROM

THE POSTMASTER GENERAL,

RECOMMENDING

An additional appropriation for clerks in post-offices.

DECEMBER 8, 1884.—Referred to the Committee on Appropriations and ordered to be printed.

POST-OFFICE DEPARTMENT,
OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., December 5, 1884.

SIR: I have the honor to transmit herewith a letter from the First Assistant Postmaster-General relative to the necessity for an additional appropriation for clerks in post-offices for the current fiscal year.

The statements contained in this letter have been carefully weighed and have my full approval; and I beg to add that, in my opinion, the interests of the postal service imperatively require that the additional appropriation asked for should be made.

Very respectfully,

FRANK HATTON,
Postmaster-General.

HON. GEO. F. EDMUNDS,
President of the Senate.

POST-OFFICE DEPARTMENT,
OFFICE OF THE FIRST ASSISTANT POSTMASTER-GENERAL,
SALARY AND ALLOWANCE DIVISION,
Washington, D. C., December 4, 1884.

SIR: I have the honor to call your attention to the urgent need of an additional appropriation for clerks in post-offices for the current fiscal year.

The available fund for clerks in post-offices at the disposal of this office at this date is $4,379.69. This amount, it is almost unnecessary to say, will not be sufficient to meet the ordinary calls for allowances for clerks for the remainder of this fiscal year, not to mention emergencies, requiring prompt action and relief, which may arise at any moment.

The appropriation for the present fiscal year is $4,900,000; an increase of $125,000, or 2.6 per cent. over the appropriation for the previous year. The appropriation for that year was $4,775,000, being an

increase of $390,000, or 8.8 per cent. as compared with the fiscal year 1882–'83.

At the beginning of the present fiscal year, July 1 last, the aggregate allowances for clerks in post-offices, as shown by the records of this office, amounted to $4,883,665. This sum, deducted from the appropriation for clerks in post-offices, left a surplus fund of only $16,335. At that time it was anticipated that reductions in the allowances for clerks in the larger post-offices could be made and thus create a fund sufficient to meet all demands for clerk-hire for the present year.

Commissioners were appointed by the Postmaster-General to visit the larger post-offices, to examine into and report upon the clerical needs of the several offices.

The Commissioners visited and reported upon the post-offices in the cities of Baltimore, Boston, Brooklyn, Buffalo, Chicago, Cincinnati, Cleveland, Indianapolis, Louisville, New Orleans, New York, Philadelphia, Pittsburgh, Saint Louis, and San Francisco, Cal., fifteen in number, and, with the exception of New Orleans and Pittsburgh, where small reductions were recommended, increased allowances for clerk hire were recommended.

To provide for the increased allowances for clerks so recommended, as approved by the Postmaster-General, and to meet other and urgent demands, and at the same time keep the expenditures for clerks in post-offices within the appropriation as fixed by Congress, it was necessary to make reductions of the allowances for clerk hire wherever the same could be made without embarrassing the postal service.

A careful examination of the requirements of all the offices resulted in 653 reductions of allowances, to take effect from September 1, 1884. Although this action was unavoidable, it was an apparent injustice to many postmasters whose allowances were already too small.

At the present time, 782 applications for allowances for clerk hire from postmasters are on the files of this office, held up on account of the exhausted state of the appropriation for clerks in post-offices. Most of these applications are meritorious, and many of them would have been favorably considered as soon as received if the appropriation applicable for the purpose had been ample to meet the additional expenditure required.

In addition to the foregoing statements I desire to call attention to the wonderful increase and rapid growth of the postal service. This is shown by the fact that the Department was compelled to grant 3,917 allowances for clerk hire during the past year; an increase of 1,159, or 42.01 per cent., as compared with the year 1883, and 2,581, or 193.2 per cent., over the year 1882. The large increase of letter-mail occasioned by the reduction of postage from three to two cents, from October 1, 1883, has made additional clerical assistance absolutely necessary in almost every office of the first, second, and third classes.

In view of these facts I have the honor to recommend that an additional appropriation of $75,000 for clerks in cost-office for the present fiscal year, be asked for, with the request that the appropriation be made available from the passage of the act authorizing the same.

Very respectfully,

JNO. SCHUYLER CROSBY,
First Assistant Postmaster-General.

Hon. FRANK HATTON,
Postmaster-General, Washington, D. C.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 8.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Statement of the expenditures at the Springfield Armory during the fiscal year ending June 30, 1884.

DECEMBER 8, 1884.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT,
Washington City, December 5, 1884.

The Secretary of War has the honor to transmit to Congress, in compliance with section 1665, Revised Statutes of the United States, a statement exhibiting the expenditures at the Springfield Armory, and of the arms, components of arms, and appendages fabricated, altered, and repaired at that armory during the fiscal year ended June 30, 1884.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE OF THE SENATE.

Statement of expenditures at the Springfield Armory, and of arms, components of arms, and appendages fabricated, altered, and repaired during the year ended June 30, 1884, *in pursuance of section* 1665, *Revised Statutes.*

EXPENDITURES.

Appropriations:

Arming and equipping the militia	$67,228 91
Manufacture of arms at national armories, 1883	3,268 09
Manufacture of arms at national armories, 1884	347,645 99
Springfield Arsenal, 1883	791 83
Springfield Arsenal, 1884	13,827 46
Armament of fortifications, 1883	35,000 00
Ordnance, ordnance stores, &c., 1884	2,925 06
Manufacture or purchase of magazine guns	23,804 15
Total	494,491 49

Class 2.

	Number.
2½-inch Lyle life-saving gun-carriages	100

Class 3.

	Number.
Brass priming wires for Life-Saving Service	100
Combination levels for Life-Saving Service	100
Powder measures, 1 ounce, for Life-Saving Service	100
Powder measures, 2 ounces, for Life-Saving Service	100
Quoins for Life-Saving Service	100
Sponge covers for Life-Saving Service	100
Sponges and rammers for Life-Saving Service	100
Wiping rods and wipers for Life-Saving Service	100
Front sights for 3-inch field rifle	3
Rear sights for 3-inch field rifle	3

Manufactured arms.

Springfield rifles, caliber .45	34,306
Springfield rifles, caliber .45, without bayonets	74
Springfield carbines, caliber .45, 24-inch barrels, experimental	3
Chaffee-Reece magazine rifles	753
Officers' swords	250
Cavalry saber, experimental	1

Accouterments.

Bayonet-scabbard bodies, steel	5,793

Appendages for small-arms.

Brush wipers, service shells	100
Brush wipers, shotgun shells	300
Cleaning rods for Springfield shotguns	250
Cavalry curb bits	5,004
Cavalry curb bit, modified	1
Front sight covers, experimental	2
Front sight covers, carbine	2,598
Front sight covers, rifle	530
Gunslings	2
Headless-cartridge shell extractors	12,604
Jointed ramrods, steel	3
Metallic pistol-grips	1,936
Pistol-grip screws	508
Screw-drivers, model 1879	15,319
Spirit level	1
Wiping rods, carbine	2,450
Wiping rods, rifle	25,800

Spare parts of Springfield rifles, caliber .45.

Bands, lower	48
Bands, upper	27
Band-swivel hooks	10
Band-swivel pins	10
Band springs	56
Barrels, 6th milled	4
Barrels, 1st chambered	2
Barrel, sighted	1
Barrels, complete	51
Barrel stud	1
Bayonets, complete	530
Bayonet clasps	50
Bayonet-clasp screws	445
Breech blocks	15
Breech blocks, complete	4
Breech-block caps	406
Breech-block cap screws	3,259
Breech screws	2
Bridles	2,589
Bridle screws	306
Butt plates	53

	Number.
Butt-plate screws	204
Cam latches	177
Cam latches, complete	7
Cam-latch springs	846
Ejector springs	1,508
Ejector-spring spindles	5,283
Ejector studs	95
Extractors	3,266
Firing pins	6,976
Firing-pin screws	3,096
Front sights	319
Front-sight pins	319
Guards, complete	32
Guard bows	25
Guard bows, swiveled	48
Guard-bow nuts	219
Guard-bow swivels	25
Guard-bow swivel screws	159
Guard plate	1
Guard screws	513
Hammers	17
Hinge pins	86
Locks, complete	195
Lock plates	111
Main springs	1,669
Main-spring swivels	56
Main-spring swivel rivets	24
Ramrods	272
Ramrod stops	324
Rear sights, complete	914
Rear sight bases	60
Rear-sight base screws	578
Rear-sight base springs	16
Rear-sight buckhorn plates	4,944
Rear-sight joint pins	57
Rear-sight leaves	327
Rear-sight leaves, assembled	350
Rear-sight slide-blocks	214
Rear-sight slide-plates	317
Rear-sight slide-screws	6,740
Rear-sight slide-springs	20
Sears	1,405
Sear screws	2,629
Sear springs	1,434
Sear-spring screws	874
Side screws	718
Side-screw washers	70
Stocks (wood part)	1,181
Stocks, assembled	2
Tang-screws	467
Thumb-pieces	134
Tips	81
Tip-screws	118
Triggers	1,249
Trigger-screws	600
Tumblers	1,129
Tumblers, swiveled	501
Tumbler-screws	3,549

Parts of Springfield rifle, caliber .50, model 1868.

Breech-screws	40
Butt-plate screws	150
Guard-screws	125
Sears	200
Stocks, complete	300
Tang-screws	300

Parts of Springfield rifle, caliber .50, model 1870.

	Number.
Bayonets, complete	100
Guard-bows	50
Guard-bow nuts	50
Guard-bow swivels	100
Guard-bow swivel screws	100
Guard-plates	25
Sears	175
Side screws	200
Stocks, assembled	300
Trigger screws	100

Parts of Springfield rifle, rod bayonet.

Rod bayonets	10
Rod bayonet springs	35
Stocks, assembled	4

Parts of officers' rifles, caliber .45.

Ramrod-head	1
Ramrod-tip	1
Stock	1
Thimbles	2

Parts of Hotchkiss navy rifle.

Barrels	28
Front-sights	40
Front-sight pins	10
Stocks, assembled	17

Parts of Springfield carbine, caliber .45.

Bands	20
Band studs	50
Butt plates, complete	42
Butt-plate screws, short	2
Front sights	500
Rear-sights, complete	62
Rear-sight bases	50
Rear-sight leaves	150
Stocks (wood part)	650

Parts of Springfield shotguns, No. 8.

Firing pins	6
Firing-pin springs	12
Hammers	6
Main springs	6
Sear springs	6
Extractors	152
Stocks (wood part)	50
Stock, long-range rifle	1
Stock, special	1
Stocks, wood part, Hotchkiss carbine	100
Hilts, complete, officers' swords	4
Scabbards, complete, officers' swords	4
Hilts, complete, brigadier-general's sword	1
Scabbard, complete, brigadier-general's sword	1

Miscellaneous.

Aiming stands		2
Arbors for polishing wheels		2
Arm-chests		1,658
Packing-boxes		297
Packing-box, tin		1
Browning mixture	pint	½
Bullet-mold gates		150

	Number.
Cans, tin	21
Leather polish ..... ounces	64
Scouring material ..... ounces	40
Sheet-iron plate	1
Special file	1
Stamps, shell and flame	2
Wire scratch-brush	1

Machines and tools for current use.

Brushes, assorted	589
Hammers, drop	2
Saw, circular	1
Augers, armorers'	738
Boxes, stock	100
Bits, assorted	14
Chisels, assorted	2
Chisels, cold, hand	38
Chisels, planing-iron	4
Chisels, turning, metal	418
Collets	2
Counter-bores	109
Counter-sinks, armorers'	24
Cutters, assorted	16
Die, punching	1
Dies:	
Drop-hammer	290
Milling ..... pairs	36
Screw-cutting, single	88
Tilt-hammer	8
Trimming	28
Drills, assorted	851
Files:	
Assorted	1,102
Rotary	276
Gauges, assorted	46
Glue-pots	2
Hammers, hand	7
Jigs:	
Drilling	3
Filing	3
Mandrels:	
Assorted	58
Band	67
Mills, armorers	1,129
Nuts, proving	36
Plugs:	
Caliber	6
Proving	12
Punches, assorted	4
Racks, wood	14
Reamers, assorted	309
Saws, circular, for metal	6
Taps, metal screw	160
Tongs, smiths'	2
Type and die	1
Wrenches, assorted	3

Arms cleaned and repaired.

Springfield rifles	363
Springfield cadet rifles	50
Springfield carbines	39
Springfield shotguns	2
Double-barrel shotguns	20
Revolver	1

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 9.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Letter of the Surgeon-General with petitions of hospital stewards of the Army for increase of pay.

DECEMBER 8, 1884.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT,
Washington City, December 4, 1884.

The Secretary of War has the honor to transmit to the United States Senate a letter, dated the 28th ultimo, from the Surgeon-General of the Army, and accompanying petitions from hospital stewards of the Army for increase of pay, recommended by medical officers of the Army.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE
OF THE UNITED STATES SENATE.

O

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 10.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Communication from the Secretary of State relative to the reciprocity treaty between the United States and Spain.

DECEMBER 15, 1884.—Read and referred to the Committee on Foreign Relations and ordered to be printed.

To the Senate of the United States:

I transmit herewith to the Senate a communication of this date from the Secretary of State, in relation to the reciprocity treaty recently signed between the United States and Spain.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
December 11, 1884.

To the President:

On the 10th instant you laid before the Senate for consideration, with a view to advising and consenting to its ratification, a commercial convention of reciprocity between the United States and Spain providing for the favored and conditional exchange of products between the United States and the Spanish West Indian provinces of Cuba and Porto Rico.

The need has long been recognized of some arrangement by which the natural market of the large communities lying at our doors should be secured under beneficial terms for the principal productions of the United States. In return for this we grant certain reserved favors whereby the articles, mainly raw materials or food products, which this country does not produce, or produces in inadequate quantity, shall reach their natural market of consumption in this country. Tariff barriers, for the most part greater in foreign possessions, as respects our manufactures, than in the United States with respect to the crude materials we consume, have hitherto operated as obstacles to the desirable natural movement of trade between our ports and theirs.

This has been notably the case with the Spanish Antilles. Our imports therefrom amount in round numbers to about 72 million dollars in value, a large proportion of those imports being free-listed in our tariffs. Our exports thereto amount to nearly 17 million dollars, comprising for the most part articles in whose production we excel, and which, with difficulty and in limited quantities, find their natural market in Cuba and Porto

Rico, because of heavy customs taxation and discriminating application of duties. This taxation and discrimination have not only practically cut off a profitable market from its full chance of development, but have also prevented our vessels from enjoying a due share of the carrying trade. These unfavorable conditions have kept the bulk of the import trade of Cuba and Porto Rico in other channels. The absence of official data for many years, makes it impossible to ascertain the precise amount of the present import trade of those islands, but an approximate estimate of 65 or 70 millions in value, coming from all parts, including the mother country, probably understates the fact. It would be safe to say that, while under existing circumstances the bulk of the production of Cuba and Porto Rico comes to the United States, this country only supplies one-fifth of the goods and manufactures which those islands must receive from without to meet the absolute necessities of existence. The balance of trade is, therefore, as to those provinces, against the United States in the proportion of five to one, and this is due to the operation of causes which limit our facility to supply and the ability of the population of Cuba and Porto Rico to demand.

It follows, therefore, that any change which cheapens the price of the necessaries of life in Cuba and Porto Rico will increase the demand and so benefit the United States.

The commercial agreement of January 2–February 13, 1884, between the United States and Spain was an initial step towards a better condition of affairs. The correspondence laid by the President before the Senate on the 15th of January last shows the negotiations leading to that agreement, which had for its object to favor the productions of the United States by lessened tariff duties while removing discriminations against our flag. This agreement, while necessarily an imperfect and tentative expedient, recognized the need, and imposed the mutual obligation, of devising a complete commercial treaty to take its place. In practice it was found to leave untouched certain discriminations against our flag, as in the case of goods of foreign origin transshipped in our ports for the Antilles, which, if in vessels of the United States, paid higher customs duties in Cuba and Porto Rico than when under the Spanish flag.

To complete the work thus begun, and remove all remaining impediments to full trade with the Antilles, the negotiation for a more comprehensive commercial convention was pressed, and the result is now before you.

The object had in view in the negotiation of the treaty was threefold: first, to establish such reciprocity of exchange of the products of the United States and of the neighboring Spanish provinces and islands of Cuba and Porto Rico and such mutual shipping privileges as will tend to a greater development of commerce; second, to remove the restrictions and obstructions to which American trade and shipping have for many years been exposed under the tariff and customs regulations of those islands; and third, to supplement the treaty of 1795 with Spain by the more modern provisions as to commercial freedom, the protection of the rights of persons and property, and "the most-favored nation" clause, which do not exist in that treaty.

Articles I and II relate to the reciprocal exchange of products, the details of which are contained in the three attached Schedules A, B, and C. The new feature of the treaty in this respect is the stipulation that the benefits of the carrying trade shall be limited to American and Spanish vessels. This is regarded as an important provision for the development of our shipping.

Article III corrects a practice which has operated to the disadvantage of American vessels in the West Indian trade. Under existing laws and customs regulations, foreign products reshipped in the ports of the United States when transported by Spanish vessels are admitted into Cuba and Porto Rico at 25 per cent. less duties than when carried by American vessels, the rule being applied to all Canadian and other foreign products in transit through the United States. The present article gives to American vessels henceforth the same privilege as Spanish vessels in respect of such transshipped cargo as they may carry.

Articles IV, XVII, and XVIII are designed to remove the restrictions and technical peculiarities to which American exporters and shippers have been subjected for many years past in the Spanish Antillean custom-houses and which have been a source of constant irritation and hardship, at times straining the friendly relations of the two Governments.

Article V prohibits the levying of new export duties on the products of Cuba and Porto Rico admitted into the United States under Schedule A. The export duties on sugar have, in view of the pending treaty, been reduced to the lowest rate consistent with the obligations to the Cuban bondholders to whom the revenues have been pledged, to wit, about one-sixth of a cent per pound. Article VI, providing that no greater internal taxes shall be levied on American products in the Spanish islands than on native products, is regarded as important because of the imposition by the Spanish American countries of municipal taxes on articles of consumption.

The reciprocal abolition of tonnage dues secures still further relief to our shipping. Under existing laws vessels of all nationalities are charged in American ports tonnage dues to the amount of 30 cents per ton once only in each year; but in Cuba and Porto Rico much higher tonnage dues, amounting to 65 cents, or $1.30 per ton according to the flag, are collected on every entrance into port; and this has been a heavy and very unequal tax on American vessels.

The abolition of consular fees, provided for in Article XVI, is in accord with the spirit of the law passed at the last session of Congress. Its reciprocal acceptance by Spain is significant from the fact that the Spanish consular tariff is much higher than that of the United States; and it also removes the Spanish consular tonnage fees imposed on all American goods shipped to Cuba and Porto Rico, against which this Government has protested for several years past as tantamount to the levying by a foreign Government in our ports of an export duty on merchandise; a duty which the United States cannot constitutionally impose, and therefore cannot sanction on the part of another Government.

Articles XX, XXI, and XXIII are intended to remedy some of the defects and omissions in the treaty of amity and commerce of 1795, and secure to American citizens, capital, and property in the Spanish islands the fullest protection. During the late insurrection in Cuba the absence of such treaty stipulations was the source of serious injury to American interests.

Articles XXIII and XXIV secure the recognition of the interpretation of "the most favored nation" treatment contended for by this Government as the first essential condition of treaties of commercial reciprocity. It is maintained by us that "the most favored nation" clause of treaties could not be applied in its unrestricted sense to reciprocity conventions, but that when two nations stipulate for special favors or reciprocal reduction of duties upon specified conditions, third

powers cannot claim or enjoy like favors except upon the same or equivalent conditions.

By the protocol attached to the treaty it is provided that the agreement of February 13, 1884, is to terminate when the present treaty goes into effect. The result of this stipulation will be to again subject to the fourth column, or highest rate of duties in the tariffs of Cuba or Porto Rico, the products of the nations which have been admitted to the benefits of that agreement.

In the negotiation of commercial conventions with the countries on the American continent and the adjacent islands, in view of the disparity of population, it is not to be expected, nor is it possible, that we can secure an exact equivalent exchange of products. In the case of the Spanish Antilles, two and a quarter millions of inhabitants cannot offer a market equal to fifty-five or sixty millions of people. Other considerations besides those affecting the revenue merely have to be remembered. New markets for the agricultural products and the manufactures of the country are highly desirable in this period of overproduction, and the encouragement of our shipping is a matter of the highest moment.

If these objects can be secured in exchange for tropical products of general consumption by our people, it is not essential that the loss of revenue of the two contracting parties should be equal or even approximately so. Indeed, if the concessions on either side are proportionate to the population of the respective contracting parties, the principle of true reciprocity may be deemed to have been observed.

The only products of Cuba and Porto Rico embraced in Schedule A for admission to the United States which require special notice are sugar and tobacco. Coffee and most of the items scheduled as duty free being already on the free list of our tariff, the duty on sugar and tobacco is the chief basis upon which we can negotiate any treaties of commercial reciprocity with the tropical countries of America.

It was considered to be less injurious to our native tobacco interests to grant to Cuban tobacco, both leaf and manufactured, a reduction of 50 per cent. than to concede free admission to either the leaf or manufactured separately. In view of the fact that even after that reduction Cuban tobacco and cigars will be subject to a heavy import duty and to the internal revenue taxes in addition, it seems that our home producers and manufacturers still enjoy a fair and remunerative protection, especially when under the treaty Cuba and Porto Rico will for the first time be open to American tobacco at a rate of duty much lower than the reciprocal duty levied in the United States.

In arranging Schedules B and C, for the admission of American products into Cuba and Porto Rico, the Spanish Government felt under the necessity of respecting the obligations which it had contracted with regard to the Cuban debt, to secure the interest and principal of which a certain portion of the customs revenues had been pledged. That government claims that it has gone as far towards the completely free admission of our products as its public faith and obligations permit. An examination of the schedules will show that we have obtained large and important concessions for our agricultural industries and national products. Free admission is granted to all kinds of meats, fish and fowls, lard, butter, cheese, fruits and vegetables, all kinds of grain, including rice, but with the sole exception of wheat, the duty on which is reduced from $3.15 per 100 kilograms to 50 cents, and flour, the duty on which is reduced from $4.70 to $2.50 and $1.65 per barrel; corn meal and other flours are free, as also are cattle, hogs, and other live animals, cotton and cotton-seed, flax, wool, and various other agricultural

products. The significance and value of these concessions are shown by the fact that under the present tariff of the Spanish West Indies these products are burdened with such heavy duties that only a limited demand can be created, while with the free market provided by the treaty the consumption must be largely increased.

The concessions to American manufactured goods are not less important. On the free list of the schedules will be found almost all kinds of materials for building purposes, such as lumber of all kinds, iron articles, stone, slating, bricks, and similar materials; also a long list of manufactures of wood, as cooperage, wooden ware, brooms, brushes, spokes, and bent wood, common furniture, &c.; all manufactures of cast iron and steel and all of wrought iron and steel, except fine or high-priced articles; undressed leather and skins; a long and important list of all kinds of implements, utensils, and tools for agriculture, arts, and trades; machines and apparatus, agricultural, motive, industrial, and scientific, of all classes, and materials and loose pieces of the same; and materials and articles for railways, tramways, canals, and other works of public utility; materials of all kinds for shipbuilding, and other classes of manufactured articles in the production of which this country excels.

While the Spanish Government did not feel that it could in good faith to its creditors remove all the import duties on American goods, on another long list of articles such large reductions have been made that the producers and manufacturers of the United States can compete successfully for the trade of the islands. Under the tariff system now in force two rates of duties are levid on foreign products. First, when they are imported in Spanish vessels the third column of duties is applied, but second, when these products are imported in foreign vessels the fourth column, a much higher duty, is imposed.

As the carrying trade, except with the mother country, is almost exclusively done by foreign vessels, if the pending treaty goes into operation other foreign products than those of the United States will, in a great measure, be subject to the duties of the fourth column, to which also American goods were subject before the agreement of February 13 last. Among the articles in Schedule B which are admitted at favoring duties will be found petroleum at $1 per 100 kilograms, as against a duty in the fourth column of $6.40; glassware, $4, the present fourth-column duty being from $11 to $40.20; stoneware and fine earthenware, $2.50, fourth column, $4.20 to $20.10; porcelain, $4.50, fourth column, $9.55 to $55.50; fine iron and steel manufactures not in the free list, $5, fourth column, $9.75 up to $72.40; copper, brass, and nickel, or their alloys in manufactured articles, $13, fourth column, $20.55 to $64; lead, zinc, and other common metals in sheets, wire, and pipes, $2.50, fourth column, $3.80 to $13.90; tinware, $5, fourth column, $17.40; paints, inks, &c., $1.25, fourth column, $6.95; salt, 60 cents, fourth column, $1.18 to $2.37; on cotton textile goods the reduction will be found to be from 30 to 70 per cent. as compared with the fourth column; on linen goods an equally favorable reduction, and a considerable and, for all purposes of competitive trade, sufficient reduction, but not so large as in the case of woolen goods; cordage, $3 per 100 kilograms, fourth column, $8.35 to $17.40; printing paper, $1.80, fourth column, $4.20 to $12.55; writing and lithographing paper and cardboard, $4, fourth column, $17.40; wall paper, $4, fourth column, $14.80 to $29.60; furniture of fine wood, carved or upholstered, $10, fourth column, $55.50 to $83.25; willow ware and straw goods, $3, fourth column, $4.80 to $16; fine leather, 20 cents per kilogram, fourth column, 28 cents to

$1.04; common leather, 8 cents, fourth column, 12 cents to 53 cents; saddlery and harness, 30 cents, fourth column, 53 cents to 89 cents; wagons and carts, $1 per 100 kilograms, fourth column, 32 per cent.; carriages without top, $25 each, fourth column, $40; carriages with top, $55, fourth column, $80 to $256; canned goods, sauces, pickles, &c., 8 cents per kilogram, fourth column, 15 cents to 32 cents; rubber goods and oil cloths reduced from 45 to 80 per cent.

This brief abstract will suffice to indicate the character and value of the concessions made to American products on their importation into Cuba, and Schedule C contains concessions hardly less valuable as to Porto Rico.

Other points of comparatively minor importance are passed over in this letter, but will be evident to you on a perusal of the text.

I cannot doubt that the convention will work immediate benefit to our citizens, our trade, and our vessels. The loss of revenue which a reduction of the sugar and tobacco duties involves harmonizes with the policy which placed coffee and other like products on the free list. Unlike that measure, however, the present scheme utilizes this favor to our own population by employing it in the purchase of other favors. With the enlarged demand in Cuba and Porto Rico for articles which we are by this arrangement enabled to supply under favorable conditions, a commercial movement toward the Antilles from our shores must spring up, which will tend to equalize, if indeed it do not speedily entirely equalize, the present inequality of trade between them. Our vessels must necessarily share largely in this augmented commerce.

Under an act of the Cortes the Spanish Government is empowered to ratify the convention and to put it into operation without further legislative action.

The completion of the compact by ratification of the convention and by passage of the statutes needful to carry it into effect on our part rests wholly with the Congress of the United States. In order that commerce may not suffer in the mean time through stagnation while awaiting the result of their deliberations, it is most desirable that no delay should ensue in giving effect to the convention; which, taken in conjunction with like engagements with other countries of the American system, must exert an immediate and beneficial influence on the intercourse between the United States and the neighboring communities, and give practical effect to the general desire to knit more closely together the nations of this continent, while at the same time affording a market for our surplus products.

Respectfully submitted.

FRED'K T. FRELINGHUYSEN.

DEPARTMENT OF STATE,
Washington, December 11, 1884.

○

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 11.

LETTER

FROM

THE SECRETARY OF THE NAVY,

RESPONDING

To Senate resolution of December 15, 1884, *stating that orders have been issued to Civil Engineer A. G. Menocal, Civil Engineer R. E. Peary, and Ensign W. I. Chambers to visit Nicaragua in order to make a survey of the route for the proposed Nicaragua canal, giving authority therefor.*

DECEMBER 17, 1884.—Laid upon the table and ordered to be printed.

NAVY DEPARTMENT,
Washington, December 17, 1884.

SIR: Responding to the resolution of the Senate of December 15, I have the honor to state that orders have been issued to Civil Engineer A. G. Menocal, Civil Engineer R. E. Peary, and Ensign Washington I. Chambers to visit Nicaragua in order to make a survey of the route for the proposed Nicaragua canal.

These orders have been issued in the exercise of the general power of this Department, under the President, to issue such orders to all officers of the Navy as may be deemed for the public interest.

The arrangements which have been made contemplate the revision of the survey made on a former occasion by Civil Engineer Menocal, and the investigation of any change in route which has been suggested as possibly available for shortening the canal and diminishing its cost.

The cost of the arrangements made and contemplated, in addition to the pay and mileage of the naval officers, is expected to be $1,000 as an outfit and about $1,000 a month during the stay of the party in Nicaragua.

Very respectfully, your obedient servant,

WM. E. CHANDLER,
Secretary of the Navy.

The PRESIDENT PRO TEMPORE OF THE SENATE.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 12.

LETTER

OF

THE ATTORNEY-GENERAL

RELATIVE TO

The erection of a United States penitentiary.

DECEMBER 20, 1884.—Referred to the Committee on the Judiciary and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, December 19, 1884.

SIR: Referring to that portion of my report to Congress for 1884 in which the erection of a United States penitentiary is recommended, I have the honor to inclose a copy of a letter from Mr. Robert Furman, of Schenectady, N. Y., suggesting that if said recommendation be adopted, the penitentiary be located at that place.

I also inclose a copy of a letter from Hon. J. S. Langdon, transmitted with the communication of Mr. Furman.

Very respectfully,

BENJAMIN HARRIS BREWSTER,
Attorney-General.

HON. GEORGE F. EDMUNDS,
President of the Senate.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 13.

REPORT

OF THE

GUN FOUNDRY BOARD,

FEBRUARY 16, 1884,

ORGANIZED BY

THE PRESIDENT

IN ACCORDANCE WITH

ACT OF CONGRESS APPROVED MARCH 3, 1883.

TOGETHER WITH THE

SUPPLEMENTARY REPORT OF DECEMBER 20, 1884.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1885.

[H. Ex. Doc. No. 97, Forty-eighth Congress, first session.]

REPORT OF GUN FOUNDRY BOARD.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A report of the Board of Army and Navy Officers relative to the best location for establishing a Government foundry.

FEBRUARY 20, 1884.—Referred to the Committee on Appropriations and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith to the House of Representatives the report of a Board of Army and Navy Officers, appointed by me in accordance with the act of Congress approved March 3, 1883—

For the purpose of examining and reporting to Congress which of the navy-yards or arsenals owned by the Government has the best location and is best adapted for the establishment of a Government foundry, or what other method, if any, should be adopted for the manufacture of heavy ordnance adapted to modern warfare, for the use of the Army and Navy of the United States; the cost of all buildings, tools, and implements necessary to be used in the manufacture thereof, including the cost of a steam-hammer or apparatus of sufficient size for the manufacture of the heaviest guns.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
February 18, 1884.

GUN FOUNDRY BOARD,
1727 *Pine street, Philadelphia, Pa., February* 16, 1884.

To the President:

In accordance with your instructions of April 2, 1883, issued under the provision of section 1 of the "Act making appropriations for the naval service for the fiscal year ending June 30, 1884, and for other purposes," approved March 3, 1883, the Board, composed of six officers selected from the Army and Navy, "for the purpose of examining and reporting to Congress which of the navy-yards or arsenals owned by the Government has the best location and is best adapted for the establishment of a Government foundry, or what other method, if any, should be adopted for the manufacture of heavy ordnance adapted to

modern warfare, for the use of the Army and Navy of the United States; the cost of all buildings, tools, and implements necessary to be used in the manufacture thereof, including the cost of a steam-hammer or apparatus of sufficient size for the manufacture of the heaviest guns," has the honor to submit herewith its report and the record of its proceedings.

In order to reply satisfactorily to the act of Congress, it was necessary for the Board to seek information in Europe, and visits were made to England, France, and Russia. It is appropriate to state that your Board was received by both Government officials and by private companies with much cordiality, and every assistance was rendered in its investigations in those countries.

It was the desire of the Board also to visit the large German steel works at Essen, but the permission to do so, which was requested of Mr. Fried. Krupp, was not granted for reasons that will be found stated in the copy of correspondence attached to this report.

The Board, having completed its duties, have adjourned *sine die*.

Very respectfully, for the Board,

E. SIMPSON,

Rear-Admiral, United States Navy, President of the Board.

REPORT

OF THE

GUN FOUNDRY BOARD,

ORGANIZED BY

THE PRESIDENT

IN ACCORDANCE WITH

ACT OF CONGRESS APPROVED MARCH 3, 1883.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1884.

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REPORT

OF THE

GUN FOUNDRY BOARD.

The act of Congress, approved March 3, 1883, under which the Gun Foundry Board was organized, calls for a report on the following points:

1st. Which of the navy-yards or arsenals owned by the Government has the best location, and is best adapted for the establishment of a Government foundry.

2d. What other method, if any, should be adopted for the manufacture of heavy ordnance adapted to modern warfare, for the use of the Army and Navy of the United States.

3d. The cost of all buildings, tools, and implements necessary to be used in the manufacture thereof, including the cost of a steam-hammer or apparatus of sufficient size for the manufacture of the heaviest guns.

The first question presupposes the establishment of a Government Gun Foundry, properly so-called, the establishment to be under the absolute control of the Government, and the details of all work to be supervised and directed by Government officers.

The answer to this question involves simply an expression of opinion as to the superior adaptability, for the purposes of a gun foundry, of any navy-yard or arsenal now owned by the Government.

The second question imposes no limitation, and calls upon the Board to suggest "any other method" (apart from a Government foundry, pure and simple) by which the purposes of the act of Congress can be achieved. The Board is evidently called upon to consider the subject of joint action between the Government and private parties for the accomplishment of a national purpose.

The Board decided that there were three points of view from which this subject should be considered, viz:

1st. That the Government should supplement the plants of some of the steel workers of the country with such additional tools and implements as would enable them to turn out finished steel cannon.

2d. That the Government should give contracts of sufficient magnitude to enable the steel workers of the country to supply the finished guns without its direct aid.

3d. That the Government should establish on its own territory a plant for the fabrication of cannon, and should contract with private parties to such amounts as would enable them to supply from the private industries of the country the forged and tempered material.

The course of the investigation being thus indicated, the Board addressed circular letters to several of the steel manufacturers in the country and to the two companies employed in the fabrication of cannon. These letters and the replies thereto will be found in the correspondence attached to the record of proceedings of the Board, and copies are appended to this report. The replies were unsatisfactory, the subject being a new one to the parties addressed. The expense to be incurred could not be calculated upon any known basis, and the

Board was unable to satisfy the calls made upon it for further information as to the number of guns required or the probable extent and cost of a plant for the manufacture of such heavy guns as the act of Congress contemplated.

It was evident that none of the desired information could be obtained from our manufacturers, because of their lack of experience on this subject. It was known, too, that several of the European Governments had had more or less experience of joint action with private artillery establishments. The call by the act of Congress for "the cost of all buildings, tools and implements for the manufacture of the heaviest guns" could only be answered by information and experience obtained from abroad, as no such tools or implements have been manufactured or are in use in the United States. The steam-hammer mentioned in the act was recognized as a subject requiring careful consideration. It is coupled with a qualification, "or apparatus of sufficient size," which indicates that there existed a doubt as to the propriety of the use of a steam-hammer for forging if other "apparatus of sufficient size" could be made more efficient. The advances made of late years in the process of forging by compression made this a very important matter for consideration. This subject is necessarily connected with that of the manufacture of the metal to be forged, and involves a study of the recent developments in steel. The actual condition of the armaments abroad, so far as it illustrates the latest ideas, was felt by the Board to be an important part of the information on which it should report, as the character of the new constructions of cannon would necessarily control that of the tools to be recommended for use in their fabrication.

The foregoing reasons governed the Board in its decision to represent the necessity of seeking information abroad. Orders were issued and the Board proceeded to Europe. The first visit was made to England.

ENGLAND.

SOURCES FROM WHICH THE ARMAMENT OF ENGLAND IS SUPPLIED.

Previous to the year 1859 the Royal Arsenal of Woolwich was the only source from which the armament of England was supplied. The arsenal was a purely governmental establishment, in which there were several departments. The department of the Royal Gun Factories was always under the command of an officer of the Royal Artillery; and here all cannon for the army and navy were fabricated.

Since the year 1859, the Elswick Works at Newcastle-on-Tyne has been a source of supply on which the Government has drawn more or less for guns. The experience of the connection of the English Government with these private works bears directly upon the subject of joint action between a Government and a private firm.

This connection dates from the time when attention was called to the improvements in rifled ordnance inaugurated by Mr. William G. Armstrong.

The Armstrong gun was first brought to the notice of the Government in 1854, and in July, 1855, a 3-pounder was delivered, with a report of the experiments that had been made with it. The gun was re-bored up to a 5-pounder, and in December, 1856, was tried; the report stated that good practice was obtained at 1,500 and 2,000 yards. In January, 1857, a second gun was ordered. It was an 18-pounder, and was tried in January, 1858. The report was favorable, and the gun was so far

approved as to cause the recommendation that two should be issued to the artillery to "knock-about, and be reported on as to their endurance of work in comparison with the service guns."

In 1858 there arose a pressure for a supply of rifled field guns for the army, and a committee, after investigation, reported that it was expedient to experiment only with the Armstrong and Whitworth guns.

There has always been a controversy as to the manner in which the comparison between these two guns was made. But the result of the trial was the adoption of the Armstrong system for field service, which at this time involved the following combination of construction, viz: breech-loading, rifling, and coating the projectile with soft metal.

In order to obtain as soon as possible a supply of these guns, it was decided to supplement the resources of Woolwich by entering into arrangements with a company set up at Elswick for the manufacture of the guns and projectiles. A guarantee was given to this company on the 16th of January, 1859, to secure them against loss by the erection of buildings and machinery. The Government undertook to keep them in full work, but reserved the right to terminate the engagement on the payment of compensation. The necessities of the service requiring a larger number of these guns to be provided than was at first anticipated, the original guarantee was increased first to £50,000, and then to £60,000. In October, 1859, owing to increased pressure for guns, the guarantee was raised to its final amount of £85,000.

Sir William Armstrong was, on the 22d of February, 1859, appointed engineer of rifled ordnance, and on the 4th of November, 1859, he became also the superintendent of the Royal Gun Factories, which office he held until February, 1862. This was the first time that office had been filled by a civilian.

In September, 1859, the 40-pounder Armstrong gun was approved for the navy. Proposals were also approved for the construction of a 110-pounder gun, and one hundred of these guns were constructed before any experiments with them had been concluded.

The Government was thoroughly committed to the Armstrong system, and the manufacture was carried out at Woolwich by the Government, and at Elswick by a private company.

The large expenditures having attracted attention, a committee was appointed in 1862 to inquire into them, and in April, 1863, the agreement with the Elswick Company was terminated by the Government, which discontinued all orders to it and concentrated its work at Woolwich. The guarantee of £85,000 was paid, the Government, however, being credited with the value of plant and stores, estimated at £19,000, making the amount in money paid £65,534 4*s*.

The committee reported that during the continuance of the agreement with the Elswick Company the following sums had been paid:

(1.) The sum of £965,117 9*s*. 7*d*. for articles supplied.

(2.) After giving credit for the value of plant and stores received from the company, a sum of £65,534 4*s*., as compensation for terminating the contract.

(3.) The outstanding liabilities of the War Office to the Elswick Ordnance Company, for articles ordered, amounted on the 7th of May, 1862, to the sum £37,143 2*s*. 10*d*.

The whole of these payments and liabilities amounts to the sum of £1,067,794 16*s*. 5*d*.

During the same period there had been expended in the three manufacturing departments at Woolwich on the Armstrong guns, ammuni-

tion and carriages, the sum of £1,471,753 1*s.* 3*d.*, making altogether a grand total of £2,539,547 17*s.* 8*d.*

A statement prepared by one of the assistant accountants-general of the War Office shows the cost of certain guns and projectiles obtained from the Elswick Ordnance Company compared with the rates of those produced at the Royal Arsenal at Woolwich. According to this statement, taking the class of stores which have been supplied from Elswick and from Woolwich, and which therefore admit of a direct comparison, the sum of £242,173 10*s.* 6*d.*, on an expenditure of £593,275 10*s.* 11*d.*, would have been saved to the public had these guns, projectiles and fuzes, supplied by the Elswick Ordnance Company, been manufactured in the Royal Arsenal.

The evidence on this subject is acknowledged to be somewhat conflicting. Colonel Boxer, who was the superintendent of the Royal Laboratory at Woolwich, and the accountant-general of the War Office state their belief that the statement is substantially correct, while Mr. Rendel and Captain Noble, R. A., partners in the Elswick Company, object to the basis on which the prices at the Royal Arsenal were ascertained; but there seems no doubt a saving would have been effected if all the articles had been manufactured at the Royal Arsenal.

The above is a statement of facts which exhibits the experience of the English Government in its experiment of joint action with a private company. The plant put up by the Government became the property of the private company at a nominal valuation, and the Government paid about £65,000 to break the agreement, besides paying an increased price on articles manufactured for it.

Elswick.—The subsequent history of the Elswick Ordnance Company under the control of Sir William Armstrong is well known. The plant for the manufacture of cannon has been kept employed by orders from foreign Governments, and during late years much work has been done for the English Government. The enterprise and ability in its management has been of great assistance to the country, and, at the recent readoption of the breech-loading system, the Government found Elswick prepared to assist in advancing the manufacture.

Thus, though there seems to have been no profit to the Government in working jointly with the Elswick Company, much aid has been derived from it as an independent assistant, and it may be said that it is the only one which supplements the royal factories in finishing guns.

The establishment at Elswick is thoroughly equipped for heavy work and has produced the largest guns in the world. The shops are supplied with an abundance of fine tools, and the forge arrangements have been, up to the present time, all that was required for the manufacture of the guns heretofore turned out. But a change is being made in some of the details to better accord with the demand for steel cannon, and steel works are being erected capable of casting 100-ton ingots. Blast furnaces are also in operation.

The fact that the Government has abandoned the wrought-iron gun impairs the usefulness of the broad tup-hammer with which the wrought-iron coils were welded, and this is being modified to be more effective for forging steel ingots and hoops. The advantages of the Whitworth manufacture are also recognized and a forging press is being introduced.

The use made of hydraulic power is probably greater at Elswick than at any other establishment in the world. This might naturally be expected, when it is borne in mind that the world is indebted to Sir William Armstrong for the advance made in this direction.

The system of hydraulics at Elswick extends to all parts of the grounds, reaching all the shops, wharves, and water front. Pumping-engines are established at convenient intervals, only one working at a time, and the connection of pipes being continuous, the uniform working of the system is established by five or six accumulators with 18-inch rams. The working of the pumping-engine is made automatic. The accumulator nearest to it is slightly more heavily loaded than the others to give a lead in rising to the distant one, and is connected with a steam regulating valve to act as a governor for adjusting the speed of the engine to the varying demand of the hydraulic machines.

The pressure sustained throughout the system is 750 pounds to the square inch. The pipes are usually 5 inches in diameter, the largest being 6 inches.

Hydraulic power is used for the forge and foundry cranes, also for the movable cranes which operate along the water-front. For the accommodation of these last, pipes are run, in junction with the pressure main, with hydrants from 18 to 36 feet apart, from which connection is made with the cranes by means of telescopic tubes. Two or more cranes can thus be brought into operation on any vessel at the water front.

On the east end of the wharf are erected large hydraulic shears, worked by a direct acting hydraulic cylinder, 40-feet stroke, lifting 120 tons. The back leg moves so as to bring the lifting cylinder about 30 feet out; the foot is moved by a screw 50 feet long, with hydraulic engine and gear.

The most notable hydraulic crane that has been produced from these works is the one erected in the Italian naval arsenal at Spezzia, which is capable of lifting 160 tons through a range of 40 feet. It is carried upon a ring of line rollers supported by a pedestal of masonry, and the slewing is effected by an hydraulic engine applied to a pinion which gears with a circular rack. The rake of the jib or projection from the center of rotation is 65 feet, and its height from the quay-level is 105 feet. The crane is counterbalanced on the side opposite to the load.

About the grounds at Elswick, particularly at the approaches to the shops, there are numerous small capstans worked by hydraulic engines, which are of great service in hauling heavy loads into or out of shops, and in transporting them from shop to shop.

It is almost unnecessary to add that it is at Elswick that the applications for working heavy guns by hydraulic power have been designed and manufactured.

No foundry or gun factory can be considered efficiently equipped without being provided with arrangements for the plentiful supply of hydraulic power.

Woolwich.—The Royal Gun Factories at Woolwich are of very extensive proportions, and have, in the course of many years, become so well equipped that the present change which has been inaugurated in the system of manufacture of the English gun does not find it unprepared. In a Parliamentary report of 1878–'79 a balance sheet states the value of all the property and material in the three departments at Woolwich, as follows, viz:

	£	*s.*	*d.*
Land	2,805	9	4
Buildings	97,684	7	11
Machinery	166,110	11	3½
To one year's interest, at 3½ per cent. on invested capital, viz, stores and semi-manufactured articles in stock, April 1, 1878	196,949	15	3
Total	463,550	3	9½

The capacity for production in the gun factory is stated in 1873–'74 to have been 6,000 tons of guns of various calibers per year, or 7,500 tons of rough forgoings (wrought iron).

An approximation to the number of tools may be reached by citing the number of boring-machines now in place, viz:

2 of 72 inches swing,	4 of 51 inches swing,	4 of 42 inches swing,
4 of 36 inches swing,	6 of 30 inches swing,	6 of 24 inches swing,
12 of 20 inches swing,		

besides 50 or 60 others of various smaller sizes.

Of other machines there are—

6 planing-machines,	12 shaping-machines,	12 milling-machines.
12 drilling-machines,	12 slotting-machines,	6 radial-machines.
2 dividing-machines,		

Of traveling cranes there are—

4 of 60 tons capacity,	6 of 30 tons capacity,	6 of 25 tons capcity,

besides several of from 20 to 9 tons capacity.

The steam-hammers are comprised in the following list:

1 of 40 tons,	1 of 12 tons,	1 of 10 tons,	2 of 7 tons,	2 of 6 tons,

besides many of from 3 to 1 ton.

The steam power in the Royal Gun Factories is supplied by 40 boilers of 40 horse-power each. The uniform capacity of boilers is found convenient in case of repairs, when substitutions have to be made. At one point there are assembled 24 boilers in one group.

The new feature about the gun factories at Woolwich is the establishment of a foundry for casting steel. The development of this branch of the manufacture is still in its infancy, but already there are several Price's retort furnaces in operation, having a total capacity of about 18 tons. The tests of the metal have proved to be very satisfactory, and already some tubes have been accepted for the manufacture of 6-inch steel guns. It is expected, in a very short time, that tubes for 8-inch guns will be produced from this foundry.

The 40-ton steam-hammer, which has been used for welding the large coils of wrought iron used in the late manufacture of the Woolwich gun, is undergoing a change, by having the face of the tup reduced in area in order to be made more efficacious in forging steel ingots. Opportunity is also being taken to reconstruct and repair a portion of the foundation and the anvil block in order to suit the new conditions. In this connection it may be well to state the cost of this hammer, including that of the four cranes used in connection with it, furnished by Nasmyth, Wilson & Co.:

Hammer	£4,980
Cranes and framing	13,500
Expended in department	10,915
Inspector of works, charges for building foundations, furnaces, &c	9,245
Floor plates	3,683
	42,323

Steel Manufacturers.—While considering the sources from which the armament of England is supplied, the steel manufacturers who provide the tubes, jackets, and hoops should be named. They are:

Thomas Firth & Sons, Sheffield.
Charles Cammell & Co., Sheffield.
Vickers, Sons & Co., Sheffield.
Sir Joseph Whitworth & Co., Manchester.

A foundry for steel casting is now being added to the plant at Elswick.

Heretofore the gun-carriages for both the army and navy have been provided from the gun-carriage department at Woolwich on their own designs; but since the adoption of the Vavasseur gun-carriage by the Admiralty, the works at Elswick, as well as the London Ordnance Works of Mr. Vavasseur, have been called upon to supplement Woolwich in the production of a supply of these carriages. At the present time the Admiralty have on hand, or under construction, about 450 of them suited for all calibers of guns.

CONDITION OF STEEL MANUFACTURE.

The Board visited the following works, viz:
Thomas Firth & Sons, Sheffield.
Sir John Brown & Co., Sheffield.
Charles Cammell & Co., Sheffield.
Vickers Sons & Co., Sheffield.
Sir Henry Bessemer, Sheffield.
Sir Joseph Whitworth & Co., Manchester.
Bolckow, Vaughan & Co., Eston.

Until within a very few years, the steel for gun metal has been confined in England to that produced from crucibles, and it is only since the general application of the Siemens-Martin Process that Open-Hearth steel has come into competition with it. The uniform results that are now attainable with this process show that the period for the exclusive use of crucible steel for cannon has passed. Some of the steel manufacturers have advanced very far in the use of the open-hearth, and all are making arrangements for embarking in this system of manufacture. This process is much cheaper than that by the crucible, and, its success being established, that reason alone would be sufficient to cause the change in the system; but there are other reasons now operating in England which make the change of manufacture necessary in order that the steel works shall retain their position in commerce and be enabled to answer the calls made on them by the Government.

As long as the demand for steel was confined to orders which required small ingots, the product of the crucibles was sufficient, and the force of laborers required was not excessive; but since the introduction of steel into the process of forming armor-plates, and the corresponding increase in the size of parts requisite for the guns to pierce the new armor, the organization of a force to cast, from crucibles, masses to answer these demands has become a difficult matter. The changes that were commenced a few years ago in some, and which are now being introduced in all the works at Sheffield, are necessary to prevent the purchase from other sources of the masses of steel now required by the Government.

The new departure in the system of gun construction, described farther on in this report, will demand from the Sheffield steel manufacturers increased effort. Up to the present time the only portion in the construction of the Woolwich gun that required steel was the tube; the breech-pieces and hoops, being made of coiled wrought iron, were fabricated at Woolwich. The new construction requires that steel shall be used throughout, and the castings for the jackets for guns now in hand at Woolwich can hardly be supplied from Sheffield. It is well known that the tubes for the 100-ton guns, manfactured at Elswick by Sir

William Armstrong, which required an ingot of 42 tons, had to be made in two pieces because the capacity of Sheffield was not sufficient to make the casting in one, and it is fair to suppose that the use of the *coiled steel* breech-pieces, now used at Woolwich to build up the 43-ton gun, was induced by the difficulty of procuring masses of steel of sufficient magnitude to make proper jackets for them. If this be not the case in regard to the 43-ton guns, the embarrassment is very likely to arise with the 62-ton steel gun now in contemplation. But whether any serious embarrassment has yet arisen or not, owing to the limited capacity of Sheffield for casting gun-metal, it is evident that whatever margin the manufacturers now have, it is very slight, and it behooves them to increase their plant for casting.

The question of *forging* steel ingots is one which is evidently occupying the attention of the steel manufacturers in Sheffield, but on which they are reticent. The important works are all supplied with steam-hammers of greater or less weight, varying from 15 to 25 tons, and each manufacturer claims that his works are thoroughly equipped in this respect for accomplishing the necessary work on an ingot of any size; but it was observed that in one important establishment preparations were being made for the introduction of a large press to take the place of, or to supplement the work of, the hammer. The success of Sir Joseph Whitworth's process of forging by hydraulic compression, and the enviable character acquired by the products of his works in Manchester, have induced the Sheffield manufacturers to take into consideration the probable advantages of the process. As to the advantage or practicability of the compression of steel in the liquid state they are entirely skeptical, but the efficacy of forging under hydraulic compression is conceded, though it is claimed that this must be done under a heat much higher than that required for forging under a hammer, which is considered an objection to the process.

Owing to the character of seclusion that Sir Joseph Whitworth has preserved to his works, the manufacturers of steel at Sheffield have no personal knowledge of the process adopted at Manchester. Their knowledge is limited to meager reports, but the Board was allowed the privilege of carrying on its investigations within the works where, under orders from Sir Joseph, his representatives exhibited, with explanations, the operations carried on in this unique establishment. It may be distinctly asserted that the experiences enjoyed by the Board during its visit amounted to a revelation.

Whitworth's Works.—Upon its first arrival in London the Board was invited by Sir Joseph Whitworth to examine his works, but with the desire expressed that the visit should be postponed until the close of our foreign investigations. This request was, of course, readily acceded to, and it will be thus seen that previous to the visit to Manchester the members of the Board had received all the impressions that could be produced by viewing the operations at the chief steel factories in France and Russia, and the great factories of Sheffield, in England.

In speaking of the Whitworth establishment at Manchester as unique, and of the process of manufacture at that place as a revelation, reference is specially made to the operation of *forging*. As to the assorting of ores, and the treatment of metal in the furnaces, there is no intention to draw distinctions; but as to the treatment of the metal after casting there can be no doubt of the superiority of the system adopted by Sir Joseph Whitworth over that of all other manufacturers in the world. The process here adopted has been kept singularly exempt from scrutiny. Even in the offices of the chiefs of artillery there can be found no in-

formation, within the knowledge of the Board, which is at all satisfactory upon the subject. Whatever knowledge there is seems to come from hearsay—none from personal observation—and it is only from personal observation that the merits of the system can be fully appreciated.

The system of forging consists in compressing the liquid metal in the mould immediately after casting, and in substituting a hydraulic press for the hammer, in the subsequent forging of the metal.

The flask is made of steel and is built up of sections united by broad flanges bolted together in such numbers as to accommodate the length of the ingot to be cast. All moulds are cylindrical in form. The interior of the flask is lined with square rods of wrought iron, longitudinally arranged, which form when in place a complete cylindrical interior surface. Where the square edges of these rods meet they are cut away, both on the inside and on the outside, and, at intervals of two inches, small holes are drilled through between the rods, forming a channelway from the interior to the exterior for the passage of gas and flame. The interior is then lined with moulding composition. The flange at the bottom of the flask, as well as that at the top, is perforated with small holes which act as a continuation to the perforations between the segments of the lining for the escape of gas.

The casting is made directly into the mould from the top. On the completion of the casting, the mould is moved (by means of a railway at the bottom of the casting-pit, which is a deep trench running parallel to the position of the furnaces) to a position under the movable head of the press, which is allowed to descend until the top is in contact with the metal in the mould, and in this position it is locked; a shower of metal is induced, which ceases almost as soon as commenced, by the complete closing of the mould. The first impress felt by the metal is due to the weight of the head of the press alone. This pressure is gradually increased from below by hydraulic action, applied by four rams upon the table on which the flask rests, until the pressure exerted amounts to 6 tons per square inch. The interval from the commencement of the pressure until the maximum is reached varies with the size of the ingot, being for a 45-ton ingot as much as 35 minutes. During this time the flow of gas and flame from the apertures in the flanges of the flask, at top and at bottom, are continuous and violent, exhibiting the practical effect of the compression. This pressure is applied by the direct action of steam and pumping engines, and is indicated by a dial. At the end of this time the pump is taken off, and a uniform pressure of about 1,500 pounds per square inch is established by attaching an accumulator to the press, and allowed to remain until the metal is sufficiently cooled to insure no farther contraction in the mould.

The contraction in length in the mould during the action of the pump, while the maximum pressure is being reached and sustained, amounts to one-eighth of the length of the ingot. After this effect has been produced, there is no farther advantage derived from the pressure in the way of eliminating impurities, but the contraction, in cooling, still goes on, and the pressure by the accumulator is considered necessary in order to follow up the metal as it contracts, for the purpose of preventing cracks being inaugurated at the end and on the exterior of the ingot by the adhesion of particles of the metal to the sides of the mould.

When cooled and reheated, the ingot is brought under the influence of the forging-press. This press is hydraulic, with a moving head having the main hydraulic cylinder fixed in it, and it is provided with an arrangement of mechanism for raising and lowering the moving head of the press and for locking the same in any desired position.

The press has four hollow pillars screwed part of their length, which are attached to the base of the press by nuts. On the top of the pillars is fixed a cast-iron head or table supporting two hydraulic lifting cylinders, the rams of which are fitted with cross-heads carrying four suspension bars. These bars pass through the moving head, and are connected at the lower ends by cross bars, which are fastened to the pressing ram. The moving head works between the base and the top or fixed head of the press, and is raised or lowered by the admission or exit of water from the underside of the rams of the lifting cylinders. The moving head can be firmly and rapidly locked at any height from the base which may suit the work to be operated upon. The moving head, as already mentioned, carries a forging or compressing cylinder, which forces a ram down upon the work. By attaching the compressing cylinder to, and making it part of, the moving head, a short stroke can be employed when forging objects which may vary in size from a few inches to several feet in diameter.

This in general terms explains the working of the ram. The effect produced by it requires to be seen in order to be thoroughly appreciated, and is altogether different from that produced by the hammer. The heated ignot resists the blow of the hammer, but the insinuating, persevering effort of the press cannot be denied. The longer time (several seconds) during which the effort lasts is a great element in its successful effect. As pressure succeeds pressure the stability of the particles is thoroughly disturbed and a veritable *flow* of metal induced, which arranges itself in such shape as the pressure indicates; the particles are forced into closer contact and the whole mass writhes under the constraint which it is impotent to resist.

The Board witnessed the operations of casting followed by that of liquid compression, the enlarging of hoops, the drawing out of cylinders, and the forging of a solid ingot. The unanimous opinion of the members is that the system of Sir Joseph Whitworth surpasses all other methods of forging, and that it gives better promise than any other of securing that uniformity so indispensable in good gun metal.

The latest exhibition of the wonderful character of the Whitworth steel has attracted great attention, and may be stated as indicating the present culmination of his success. From a Whitworth 9-inch gun, lately constructed for the Brazilian Government, there was fired a steel shell, which, after perforating an armor-plate of 18 inches of wrought iron, still retained considerable energy. The weight of the shell was 403 pounds, the charge of powder 197 pounds, and the velocity about 2,000 feet. The shell is but slightly distorted. The tests of the metal of which it was made show a tensile strength of 98 tons per square inch and a ductility of 9 per cent.

Basic Process.—The manufacture of steel as treated in the Bessemer converter came under the particular notice of the Board at the works of Sir Henry Bessemer, in Sheffield, but nothing in the practice deserving of special remark was observed with the exception of the use of a mechanical stirrer, which is inserted into the molten metal in the ladle after the recarburating charge of spiegeleisen has been added. The stirrer is, in form, a two-bladed propeller on the end of a vertical shaft, actuated by a geared engine of 6 horse-power, conveniently placed at the side of the casting pit. The revolutions of the stirrer have the effect of more thoroughly incorporating the spiegeleisen with the charge, disseminating it throughout the mass.

No product of the Bessemer converter has yet been found to answer all purposes for gun construction; it has been used with success for

hoops for light guns, but it is deficient in the hardness required for tubes and has the reputation of want of uniformity. Extensive experiments were made in France several years ago with this metal, with a view to adopting it for gun construction, but failure after failure caused the abandonment of the effort. Those who are laboring to perfect this process insist that great improvements have recently been made, and that the character of want of uniformity is no longer deserved. Should final success attend these efforts, there will be a probable future of great usefulness opened up for the numerous phosphoric ores in the United States, as the Bessemer converter is found to be a most convenient means of applying dephosphorizing elements to these ores when in a state of fusion. For the purpose of investigating this matter, the Board visited the extensive works of Bolckow, Vaughan & Co., near Middlesbrough, where, under the guidance of Mr. E. Windsor Richards, the manager, the manufacture by what is termed the "Basic Process" was witnessed.

This immense establishment is located at Eston, 5 miles from Middlesbrough, and there is evidence of great executive ability guiding the details of its conduct. The company owns very extensive territory adjoining the works and tributary mining districts of coal and ore, and employs fourteen thousand men. At Eston there are twenty-six blast furnaces; 11,000 tons of pig-iron are cast per week, and, in addition to other fuel, there is a weekly consumption of 13,000 tons of coke; 8,000 tons of coal and 7,000 tons of ore are raised per day.

One point may be mentioned in connection with the manufacture of steel rails at this establishment. The iron is not cast into pigs, but is carried direct from the blast furnace to the Bessemer converter; after casting, the ingot is removed at the earliest possible moment from the mould, and after a short reheating is carried to the rolls, from which it comes out in the form of a finished rail, the whole operation being completed in one heat.

Ten Bessemer converters are in operation, six worked by the Basic Process and four on the usual Acid Process, with a siliceous (ganister) lining.

In the Basic Process the converter is lined with a mixture of dolamite (magnesia limestone), calcined, pulverized and incorporated with coal-tar to make it pasty. The converter is taken to pieces and lined with this mixture 18 inches thick. Before lining the bottom, through which are the perforations for the passage of air during the operation of blowing, long rods are inserted in the holes and the mixture is packed around them. When this operation is completed the rods are removed, leaving holes through the bottom lining. The pieces of the converter are then assembled, and a fire is lighted on the inside to burn out the coal-tar on the inner surface; the whole lining then has a set. One lining of the sides is good for 40 or 50 blows; one lining of the bottom is good for 10 blows.

The converter being in place and heated, a charge of pure, common lime, unslacked, is introduced (15 per cent. of the charge of iron). The molten metal, brought from the blast furnace, is then poured in and the blow commenced. When the phosphorus is removed, which is ascertained by mechanical tests, about three-fourths of the charge is emptied into the ladle, in which ferro-manganese has been previously placed; a charge of 4½ per cent. of molten hematite, imported from Spain and containing from 2½ to 3 per cent. of silicon and a mere trace of sulphur and phosphorus, is then brought from a cupola furnace and poured into the ladle, causing a violent ebullition; this goes on for a

time, more ferro-manganese being added, if necessary, to prevent red-shortening. When the boiling ceases, 4½ per cent. of spiegeleisen is poured into the ladle, which is then brought again under the converter and receives the rest of the charge. The casting is then made from the ladle.

The ore used in this process is of very inferior quality; it is called Cleveland stone, has 42 per cent. of iron and high phosphorus, the pig containing 1½ per cent. Being very low in silicon it does not destroy the lining, which would be the case if silicon was high. The object of the lime is to take up and hold the phosphorus in the slag. The phosphorus is increased in the charge by adding some of the old slag, making the proportion of phosphorus 1.75 per cent. The amount of silicon in the iron is from 0.75 to 1 per cent. During the operation of blowing this silicon is the first to disappear; the carbon is then consumed, immediately after which the phosphorus passes into the slag. This operation requires about 2½ minutes and is timed from the moment the collapse or falling of the flame shows that the carbon is burned out.

Mr. Richards stated that previous to the introduction of the charge of hematite during the operation there was a want of uniformity in the results; that sometimes there would remain traces of phosphorus, but that the introduction of the pure hematite, which has only a trace of phosphorus and is high in silicon, before casting gives such stability to the mass as to prevent the slag from parting with any of the phosphorus it has taken up; the silicon also in the hematite is oxidized in calming down the steel, and it also goes into the slag. The introduction of the hematite also makes it possible to halve the ordinary charge of spiegeleisen, which, as spiegel is costly, cheapens the operation.

The Basic Process, thus briefly sketched, has for its object the utilization of inferior ores. It is the only one now known by which this injurious element, phosphorus, can be eliminated. For guns the natural prejudice would be against metal made from ore which was originally defective, but the operators of this system hold that their product is as good as if made from pure ore. Whether it will ever be used for gun metal will depend upon the confidence that it may inspire in the future, but the problem of its application for general purposes has been successfully solved.

PRESENT CONDITION OF THE ENGLISH ARTILLERY.

It is well known that the essential characteristics of the Woolwich gun were that it was a muzzle-loader and depended for its strength upon wrought-iron coils. The security of muzzle-loading and the safety derived from the wrought iron used in the construction of the gun have been claimed as advantages over other constructions.

At the time of the visit of the Board to England it was found that a great change had taken place in the opinions of the English artillerists on these two points, and that the military and naval services were changing the character of their armaments. The first effort was directed to the substitution of the breech-loading system. This was induced by the increasing difficulties attending the loading of large guns at the muzzle both on shore and at sea. Adherence to the practice of muzzle-loading had imposed much additional expense for machinery necessary for manipulation, and the ever-increasing length of guns and weight of projectiles complicated the difficulties. It was determined that attention should be given to the question of applying the breech-loading principle to guns, and in 1879–'80 plans were made for such

constructions and the experiments were inaugurated which promise to involve an entire change in the armament of the country.

Although the idea of introducing the system of breech-loading seems to have been forced by the difficulties attendant upon the use of large calibers, the effort is now being made to apply the change to all calibers. The Board found that in the gun factory at Woolwich, guns of all calibers were being fitted on the breech-loading system.

One of the first experiments tried was with a 12-inch 43-ton gun, manufactured at Woolwich, which was built of wrought-iron coils and fitted with the French fermeture, necessarily inserted in the rear of the steel tube. Good ballistic results were obtained, but the construction of the gun does not seem to have given satisfaction. At the same time some experiments with 6-inch breech-loaders were carried on. These were built up in the same way; several failed, some of them after being fired with battering charges. The reasons assigned refer to bad metal and to errors in manufacture. These failures, however, seem to have convinced the authorities that it was not wise to continue the use of coiled wrought-iron hoops and breech-pieces, and the Board finds that with the adoption of the system of breech loading there is a positive move to the use of steel for all parts of their gun construction.

The guns under construction at the Woolwich Gun Factories indicate that this conclusion has been accepted by the Government, though the differences perceptible in some of them show the gradual growth of the developed idea. For example, though the 12-inch 43-ton gun of latest order is composed entirely of steel, there are other guns of the same caliber and weight which have a portion of their hoops made of wrought-iron coils. There is no doubt, however, that the use of wrought iron and the system of muzzle-loading have been abandoned.

In addition to the 12-inch 43-ton steel guns, there are in hand 13-inch 62-ton steel guns; also 10-inch 26-ton steel guns designed to throw a projectile of 500 pounds with an initial velocity of 2,100 feet. Much interest is also felt in the success of the 9.2-inch 18-ton steel gun, which is designed to supersede in sea service the present 10-inch 18-ton wrought-iron muzzle-loader. Four 8-inch 11½-ton steel guns are being manufactured in the Royal Gun Factories; two of them will be 30 calibers in length and two will be 26 calibers in length, the shorter being intended for sea service. Breech-loading guns of 6-inch, 5-inch, and 4-inch calibers are also now constructed of steel.

In this transition from wrought iron to steel it must be particularly noted that the change as thus far made in large guns consists in the substitution of coiled steel for coiled wrought iron; the reason for taking this intermediate step being the want of experience at the Royal Gun Factories in the manufacture of solid steel hoops, and the greater certainty of the manufacture of the steel coils. The superiority in strength of the steel coil over that of wrought iron is positively claimed by the superintendent. Jackets (breech-pieces) and hoops of forged and rolled steel are to be used as soon as practicable.

What has been recognized by the world as the Woolwich system no longer exists in practice. In its place we find the Vavasseur design, a gun composed of a steel tube, with a steel jacket (breech-piece) supplemented by superimposed layers of steel hoops. This change has been brought about by public opinion, which has asserted itself in condemnation of the material and the system of construction so long in use.

Material.—It is stated by a very high authority that wrought iron welded into such large masses as are required for the Frazer system loses its fibrous character and becomes highly crystalline.

The use of the coiled steel hoops, adopted as a temporary expedient at Woolwich, is objected to by high authorities, who, while allowing that steel of an extremely mild quality might be used for welding coils, say that it would be no better than iron, and that at the point of welding no greater strength than that due to iron can be obtained.

All authorities concur that steel, superimposed in layers over an inner barrel, is the best material for ordnance, and the preponderating testimony favors its manufacture by the Open-Hearth Process. This is not due to any objection to crucible steel, which has heretofore been used for all gun-tubes, but because the results of the Open-Hearth Process are equally satisfactory and cheaper. Even those who insist in retaining crucible steel for tubes are willing to adopt the Open-Hearth steel for jackets and hoops.

There is a difference of opinion as to the mode of manufacture of the hoops and jackets. All agree that small hoops should be rolled after having been forged into a ring shape from a cast ingot; but for larger hoops and jackets it is recommended by some that they should be cast hollow and then forged, and by others that they should be cut from a solid ingot and forged; while still another authority thinks that hoops and jackets of large size should be bored out of the solid after forging.

Construction.—In the latest designs for steel guns the system of Mr. J. Vavasseur has been adopted. This consists of a tube as thin as is consistent with strength; a long jacket shrunk on to provide longitudinal strength; and layers of superimposed cylinders or hoops shrunk on, the number of layers varying with the size of the gun. The thin tube develops more thoroughly the principle of a built-up gun, and is less liable to contain concealed defects. It makes the ultimate strength of the gun less dependent on its integrity.

Sir William Armstrong advocates a greater number of layers than Mr. Vavasseur or the superintendent of the Royal Gun Factories. The latter agree that the thickness of the layers should not be reduced to a point where the mass is not sufficient to compress the structure under it in process of cooling.

Sir William Armstrong considers that he increases the end strength of the layers of his guns by interposing sheet copper between the surfaces, and states that copper has been used in this way at Elswick for two or three years. The superintendent of the Royal Gun Factories and Mr. Vavasseur object to the use of copper as rendering the compression due to shrinkage uncertain in amount. They prefer to rely for end strength on hooking the layers together. In their latest designs the chase of the gun is not reinforced, but depends for its strength on the thickness of the steel tube. Sir William Armstrong, however, considers it desirable to extend the hoops to the muzzle of the gun to provide against the possible premature bursting of a shell in the bore.

The *pressures* to which the guns will be permitted to be habitually subjected will not exceed 18 tons to the square inch.

The propriety of lining the tube with a thin steel lining is being closely considered for the purpose of providing a plan for renewing the portions of the metal scarred by firing without having to resort to retubing. There is no doubt that experiments will be made in this direction.

Breech-Closing.—All the authorities in England now advocate the breech-loading system for cannon. The interrupted screw, commonly known as the French system, is preferred and has been adopted at Woolwich. In the heavier guns, at least, the breech screw will not engage in the tube, but in the cylinder immediately surrounding it, thus relieving the tube from that portion of the longitudinal strain which

tends to blow out the breech. The number of interruptions increases with the caliber; there are four in the breech mechanism of the 12-inch 43-ton gun.

Gas-Check.—The de Bange gas-check has been adopted at Woolwich and is preferred by Mr. Vavasseur. It is considered as complying more nearly than any other with the conditions required of a perfect gas-check. It requires no seat to be prepared for it in the chamber, is not liable to derangement, and does not require perfect accuracy in its manufacture. Sir William Armstrong adheres to the Elswick cup, as opposed to the Broadwell ring, and objects to the de Bange gas-check because of the additional length of gun required; in the 12-inch 43-ton gun this amounts to 6 inches.

Vent.—The vent is in the axis of the gun and the escape of gas through the orifice after firing is checked by a device by which a plug is drawn into the neck of the primer by the action of pulling the laniard attached to the friction tube.

Form of Chamber.—At the Royal Gun Factories it is considered that the best results are obtained with chambers not more than $3\frac{1}{2}$ diameters in length, and with an opening the full diameter of the chamber. Sir William Armstrong, though preferring a long narrow chamber as being favorable to strength of tube, thinks that under the present aspect of the powder question the short, wide chamber, with full-sized opening, must be adopted.

Rifling.—All the authorities except Sir Joseph Whitworth, who adheres to the polygonal system, agree that the grooves should be numerous and shallow. The rifling is polygroove; the grooves are cut to a depth of 0.05 inch, and their non-driving edges are sloped to diminish the scoring. The twist is an increasing one (from about 1 in 120 calibers to about 1 in 35 calibers) for about half the length of the rifling; the other half, to the muzzle, being a uniform twist of about 1 in 35 calibers. The number of grooves is determined by the caliber and is the product of 4 and the diameter expressed in inches; thus, the 12-inch gun has 48.

Rotating Rings.—The Vavasseur rotating ring is now adopted by Woolwich and Elswick, the dimensions being determined by experiment. Mr. Vavasseur lays great stress on the position of the rotating ring on the projectile. He states that it should be at the center of percussion with respect to the front bearing.

Wire Construction.—The employment of steel ribbon or wire in gun construction has been more or less considered since 1855, when Mr. James A. Longridge brought to the notice of the War Office his proposed method of increasing the strength of guns by this means. Some experiments were made, but they were not satisfactory. Of the strength that was given circumferentially there was no doubt, but the difficulties of providing it longitudinally were so great that the subject was dropped at the time. Recently, however, the matter has been taken up by Sir William Armstrong, who has manufactured several wire guns.

A 10.2-inch gun of this manufacture has been purchased by the War Office and is now under trial. In this gun longitudinal strength is obtained by disposing some of the wire lengthwise around the tube, and some very satisfactory experiments have been made with it. The gun weighs 21 tons, is 25 calibers long, and the following present some of the particulars of the last reported firing:

Charge of powder	pounds..	220
Weight of projectile	do....	404
Muzzle velocity	feet..	2,160
Pressure per square inch	tons..	17

A 6-inch breech-loading gun and a 6.3-inch muzzle-loading howitzer manufactured by the same firm are also about to be tried. In these the longitudinal strength is entirely dependent on the steel tube. The same firm is manufacturing several 6-inch breech-loading guns in which the longitudinal strength is partially provided for by a jacket, the wire wrapping being only called upon to provide circumferential strength.

The Royal Gun Factory has taken up the subject and has matured designs for experiment on a large scale. In its designs the longitudinal strength is obtained by means of steel segmental hoops placed between layers of wire.

The following is the present state of the wire-gun question in England:

Manufacture of Sir William Armstrong:
- Under trial, 10.2-inch breech-loading gun.
- To be tried, 6-inch breech-loading gun, 6.3-inch muzzle-loading howitzer.

Manufacture of Royal Gun Factories:
- Under manufacture, 10-inch breech-loading howitzer.
- Recommended for manufacture, 15-inch breech-loading gun of 63 tons.

Opinions vary as to the form, size, and other characteristics of the wire. One authority recommends square wire for the first six or eight coils, gradually increasing the size of the wire as the coils proceed outwards. This authority states that the higher the elastic limit the better, the breaking strain and power of elongation being of comparatively small importance, and that the wire should never be strained up to its elastic limit. Another authority recommends a flat wire of 100 to 110 tons breaking strain wound on a tension of 60 tons for the inner and about 70 tons for the outer layers, the longitudinal strength to be provided by the inner tube of the gun and by steel segments divided longitudinally, but, when put together, forming a tube. Another authority states that the full benefit of wire cannot be obtained unless strained beyond its elastic limit. Another authority prefers wire of a circular section, it being impossible to keep any other shape to gauge. For heavy guns he would use wire of 0.0984 section, with a breaking strain of about 125 tons, and an elongation of about 2 per cent. This authority says that the elastic limit of the wire should not be passed in winding it on. He estimates that there would be a saving in weight of about 30 per cent. on the breech portion of the gun, and more certainty of manufacture than with steel hoops.

FRANCE.

SOURCES FROM WHICH THE ARMAMENT OF FRANCE IS SUPPLIED.

Previous to the Franco-German war of 1870, it was the custom in France to confide all matters relating to cannon to the artillery corps of the army and navy; aid from private sources was neither sought nor offered; much secrecy was observed in all things relating to the business of ordnance; admission to the Government foundries was obtained with difficulty, and the experimental ground at Gâvre, with rare exceptions, was closed to all applicants.

For army purposes, the gun factories at Bourges, Puteaux, and Tarbes supplied all demands, while for the use of the navy the foundries of Ruelle and of Nevers, and the gun factories attached to them, provided the entire armaments.

With the advent of the war came the proof that a close corporation, such as was constituted by the system heretofore adopted, could not work to the best advantage of the country; and, with the return of

peace and the necessity of re-armament, came a revolution of ideas which has led the Government to modify its practice.

It was recognized that the Government must have under its control some establishments purely governmental; but that, in order to provide for all contingencies as well as to prevent official ideas from running too much in a groove, it was desirable to encourage private industries, so that a spirit of emulation might be excited by competition and a channel afforded through which new ideas and inventions might reach the national works. The adoption of this course was made the more imperative in consequence of the new departure in gun-metal, and this opened the way to the encouragement of the steel industries of the country.

The plan thus decided on has been consistently carried out. The Government gave assurances to the private companies which induced them to expend the funds necessary to erect new and suitable tools, both for the casting of the metal and the fabrication of the guns.

The result of this action can be appreciated by reference to the following list of private companies which are now employed in providing armaments for the Government.

STEEL MANUFACTORIES PRODUCING STEEL UP TO TUBES FOR 16-CENTIMETRE GUN.

Jacob Holtza & Co	Unieux (Loire).
Marrel Frères	Rive de Gier (Loire).
Société des Acieries et Forges de Firminy	Firminy (Loire).
Compagnie des Forges et Acieries de St.-Étienne	St.-Étienne.

STEEL MANUFACTORIES PRODUCING STEEL UP TO TUBES FOR 42-CENTIMETRE GUN.

Henri Schneider & Co	Le Creusot.
Acierie de la Marine	St.-Chamond.

PRIVATE COMPANIES HAVING PLANT OF GUN FACTORY.

Henri Schneider	Le Creusot.
Cail & Co	Paris.
Société des Forges et Chantiers de la Méditerrannée	Havre.
Compagnie de Fives-Lille	Fives-Lille (Nord).
Société Anonyme de Constructions Navales du Havre	Havre.
Acierie de la Marine	St.-Chamond.

STEEL MANUFACTORIES PRODUCING ARMOR PLATES.

Henri Schneider & Co. (forged steel)	Le Creusot.
Acierie de la Marine (compound)	St.-Chamond.
Marrel Frères (compound)	Rive de Gier.
Chatillon et Commetry (compound)	Montluçon.

The compound plates are manufactured under the patent of Mr. Wilson, of Charles Cammell & Co., Sheffield, England.

All the gun-carriages for the navy and for the coast defense are made at private works.

The above lists illustrate the immense increase of resources that the Government has obtained by encouraging private industries, and they contribute an important historical chapter for the instruction of a Government about to provide an armanent for its military services.

The following is the list of the Government works manufacturing for the army, viz:

(1.) Fonderie de Canons à Bourges, in the center of France. At this place steel guns are made of 90 millimetres, 155 millimetres, 100 millimetres and 240 millimetres; also rifled mortars of 220 millimetres.

(2.) Atelier de construction à Tarbes in the Hautes Pyrenées, in the southwest

part of France. At this place steel guns are made of 90 millimetres, and 120 millimetres; also carriages for field and siege guns.

(3.) Atelier de Construction de Puteaux, near Paris. At this place all the steel mountain and field guns of 80 millimeters are made; also siege guns of 120 millimetres, and the Hotchkiss revolving cannon for flank defense.

(4.) Gun carriages, limbers, &c., are made at Government shops at Vernon, Avignon, and at Angers.

Gun-carriages are also manufactured for the army at private works.

Bourges.—The gun factories of the army fabricate no guns above the caliber of 24 centimetres, and it is only at Bourges that army guns of this caliber are constructed. At the private establishments memtioned above the work of fabrication has been carried as high as 34 centimetres, but the advantageous working capacity of the factories does not extend beyond the 24-centimetre gun.

Ruelle.—At the "Fonderie à Ruelle" all the constructive force of the marine artillery has been concentrated, and here all the largest guns are made. It contains the most remarkable collection of tools of the age. They are designed for guns of 34 centimetres and upwards, and have a capacity for handling guns of 160 tons in weight and 60 feet in length. The shop in which these tools are placed is about 450 feet in length and 131 feet in width, having a height of 85 feet at the central peak of the roof. At one end is the tubage pit, in which the gun tube is placed upright to receive the hoops. The bottom of this pit is at a depth of 85 feet below the floor. It is excavated in a rectangular form and is divided into four stories, contracting in area as the lower level is reached; at each story or landing place, the opening can be floored over to accommodate the work of hooping any length of tube. The heating furnaces are on the first story below the floor. The tools already in place are the following, but there is room for fully a dozen more of similar character:

Two turning lathes, capable of turning guns 15 metres long. These can be increased in length 10 metres.

Three boring machines for same.

One rifling machine for same.

Two smaller boring machines with adjustable connections for turning.

Two other machines for performing all the details of the work about the breech, for receiving the fermeture, turning the screw, slotting, piercing holes, &c.

Two movable cranes; one of 100 tons, the other 30 tons capacity.

The contractors for these tools were Varall, Elwell & Middleton, Paris. The plant has cost millions of francs, and five years elapsed from the giving of the order to the setting up of the tools. A large portion of the time charged to the manufacture must be credited to the preparation of designs, no tools of their size and great capacity having been before conceived.

Taking the above short notice of the works at Ruelle in connection with what has been stated on the subject of private industries, it will be seen how well all the requirements are provided for a joint production of cannon by the Government and private parties. The latter assist up to a point justifying on their part a reasonable outlay of money for a plant, and the Government, though working in this common field as well, yet reserves to itself all the more onerous charges involved in the manufacture of the heaviest ordnance.

It seems as if in France the happy mean has been reached by which the Government and the private industries can work harmoniously towards the accomplishment of a national object.

In a combined system of this kind, it is very important to be assured that there exist mutual checks which act to prevent the one party im-

posing improper or hard terms on the other. The Board is not without evidence of the existence of these salutary checks in France.

A short time since the Government deemed it necessary to increase its armament by 300 additional guns, and decided that certain additional tests should be required of the metal for the tubes. When the provisions of the proposed contract were made known to the steel manufacturers, they resisted the requirements as being too hard and insisted on the acceptance of such steel as had been previously supplied; but to this the Government would not accede. Finding them determined in their resistance, the Government made inquiries abroad as to the possibility of securing the metal it required, and, finding that a foreign manufacturer would undertake the contract, a promise was given to him that he should receive the order. The steel manufacturers of France, hearing that the order was likely to be given to a foreign firm, endeavored to arouse a national feeling on the subject to constrain the Government to make the purchase in France, but to no effect; and they finally proposed to accept the Government proposition. But the minister had already given his word to the foreign manufacturer and the contract was lost to France. In this instance both parties, the Government and the private companies, acted within their independent rights, but neither could compel the other. This exhibition of effective counterpoise is a good proof of a happy adjustment of forces.

CONDITION OF STEEL MANUFACTURE.

Since the termination of the Franco-German war of 1870, and in the course of the re-armament of the country, the Government has given every encouragement to private industries to justify them in incurring the expense of establishing plants at various points to assist in the construction of guns; and by embarking largely in the fabrication of *steel* cannon it has given a great impetus to the manufacture of this important material. The numerous works that can produce metal suitable for tubes and hoops for field-pieces have been mentioned. These establishments have made a study of the subject of gun-metal, and, so far as their facilities for forging reach, can all supply the demands that the country can make upon them.

For tubes and hoops, however, for large guns, requiring massive forgings, the supply is limited to the works of the "Compagnie de l'Acierie de la Marine" at St. Chamond, and to those of H. Schneider & Co. at Le Creusot, the former having a steam-hammer of 80 tons, and the latter one of 100 tons weight.

There are some establishments, notably at St. Etienne, where crucible steel of a high order is manufactured for purposes of trade, but no effort is made to utilize it for gun purposes.

St. Chamond.—The cast steel used for cannon in France is manufactured by the Open-Hearth Process with Siemens furnaces. This process is combined with the rotating bath of M. Pernot at St. Chamond, where three 25-ton and two 12-ton Pernot furnaces give a capacity for casting an ingot of 100 tons.

The ingots cast here for the 42 centimetre 75-ton guns are of 75 tons weight; the tube, after rough boring and turning, weighs about 35 tons.

The tempering-pit is a large excavation 15 metres deep. At one extremity is the furnace where the tube is placed erect and heated. At the other is a cylindrical excavation, reaching to 15 metres below the floor of the pit, where is placed the tank containing 100 tons of colza oil into which the tube when heated is lowered rapidly.

Le Creusot.—The most important steel works in France are situated at Le Creusot and bear the name of the location in which they are situated. These works have advanced year by year in importance and in magnitude since their purchase by Mr. Eugene Schneider.

This gentleman's death, in 1875, was a source of mourning to the whole town, the inhabitants of which looked up to him as a father. The grateful people have erected to his memory a monument in the market square.

Under the administration of his son, Mr. Henry Schneider, the fame of the products of the works has been enhanced, and the proportions of the establishment have been much increased. The whole number of workmen now employed here and at other points amounts to 15,000; and it is the great center of industry of the adjoining region. At no other place in the world is steel handled in such masses.

It would be foreign to the purpose of this report to dwell on the many objects of commerce which are supplied from these works, but it is safe to say that no proposed work can be of such magnitude as to exceed the resources of the establishment.

For the preparation of metal for cannon and armor-plates Le Creusot is thoroughly equipped. The iron is produced on the premises from the purest imported ores, and the manufacture of the steel is carried on by the most approved application of the Open-Hearth system with the Siemens furnace; the chemical and mechanical tests are such as to satisfy the most exacting demands of careful Government officials, and the executive ability apparent in all the departments and the evident condition of discipline that pervades the whole establishment inspire confidence in the productions of the labor.

The capacity for casting steel is represented by seven open-hearth furnaces of 18 tons each, equal to 126 tons; and the process of casting large ingots is a model of order and security. Ladles capable of holding the contents of one furnace, mounted upon platform cars, are successively filled at a previously determined interval of time and run on railways to a convenient position over the mould; before the first ladle is exhausted the supply from the succeeding one has commenced to run, and so on to the completion of the casting, the supply to the mould being uninterrupted during the entire process. The precision with which the several ladles are brought into position in succession makes it entirely unnecessary to provide a common reservoir into which all the furnaces may discharge. By this process the casting of a 45-ton ingot, which was witnessed by the Board, was effected in 23 minutes.

The process of tempering the gun-tubes was also witnessed by the Board. The excavation of the pit is, as at St. Chamond, 15 metres deep, with the furnace at one end and the oil tank (100 tons) at the other. One side of the upright furnace is constructed in the form of a door, which, by a convenient arrangement for swinging, is made to turn on its hinges. Thus, when the tube is raised to the right temperature, it is seized by the traveling-crane, the door of the furnace swung open, and the tube at once advanced to the tank in which it is immersed.

All tubes are immersed in oil the second time, but at a temperature much below that to which they are raised at the first immersion. This process constitutes the annealing after tempering.

The manufacture of steel-armor plates is a specialty of Le Creusot, which is engaged in an active competition with the manufacturers of compound armor. Plates up to 60 centimetres in thickness and 3 metres wide are forged here; they are tempered after forging, but what subsequent treatment they receive was not explained.

The tempering-pit for the plates consists of an excavation of convenient size, in the center of which is placed a tank containing 180 tons of oil. At the four corners of the pit are furnaces in which the plates are raised to a proper temperature. When sufficiently heated a plate is seized by a walking-crane and immersed in the oil.

Hoops for cannon are manufactured here in large quantities. They are cut from solid ingots, and those for guns up to 24 centimetres are rolled like railway tires; those for larger calibers are forged on a mandrel. Jackets of large size are also manufactured; these are made from solid ingots, which, after being forged, are bored out.

At Le Creusot a remarkable test of hoops was witnessed which exemplifies not only the excellence of the manufacture of the steel but also the exacting character of the French requirements. The hoops for naval guns are made with the interior surface slightly conical. When forged, turned, and brought under a hammer, a standard mandrel of steel, conically shaped to suit the form of the cone in the hoop, but of a slightly increased diameter, is introduced, the smaller end of the mandrel being able to enter the larger end of the hoop. The mandrel is then forced in by the hammer until its lower edge has passed through the hoop. The blows are then made to operate on the upper edge, detaching it from the mandrel. Careful measurements are taken of the diameter of the hoop before and after this test, and it is required that the measurement subsequent to the operation shall show that the hoop has partially, but not entirely, returned to the diameter that it had before the entrance of the mandrel. This would show that there is left to the metal a small margin within its elastic limit. A system of manufacture which can comply with such a refinement of exactitude must be very precise.

Perhaps the most striking feature at Le Creusot is the forge, where is assembled an array of steam-hammers not equaled in the world, viz:

One 100-ton hammer with a fall of 5 metres.
One 40-ton hammer with a fall of 3 metres.
One 15-ton hammer with a fall of 3 metres.
Two 10-ton hammers with a fall of 2½ metres.
One 8-ton hammer with a fall of 2½ metres.

As the 100-ton hammer at these works is the largest in the world, some particulars concerning it will be appropriate.

The foundations are composed of a mass of masonry laid in cement resting on bed rock, which occurs at a depth of 11 metres, an anvil block of cast iron, and a filling in of oak timber designed to diminish by its elasticity the vibrations resulting from the blows of the hammer. The masonry foundation presents a cube of 600 metres. Its upper surface is covered with a layer of oak about 1 meter in thickness, placed horizontally, on which rests the anvil block.

At the Perm foundry in Russia the anvil block for the 50-ton hammer is made in one piece, moulded and cast in the spot it was destined to occupy. Its weight is 622 tons. At Le Creusot, however, this idea was not approved, and it was determined to construct the block in six horizontal courses, each bedded upon plane surfaces. Each course is formed of two castings, except the upper one, a single block, which weighs 120 tons and supports the anvil. Thus formed in 11 pieces, it is 5.6 metres high, 33 square metres at the base, and 7 square metres at the top. Its entire weight is 720 tons. The space between the block and the sides of the masonry in which it rests is filled in solidly with oak. The block is thus independent of the frame of the superstructure.

The legs of the frame, inclining towards each other in the form of an

A, are secured at their bases to a foundation-plate imbedded in the masonry. They are hollow, of cast-iron, and of rectangular cross-section, each leg in two pieces joined midway of their length by flanges and bolts. The legs are also bound together by four plates of wrought iron, which, at the same time, hold the guides. The height of the legs is 10.25 metres and their weight, with the guides, 250 tons. The binding plates weigh together about 25 tons, and the foundation plates 90 tons.

The entablature of the frame-work weighs 30 tons; on it is placed the steam cylinder, single acting, made in two pieces, each 3 metres long, united by flanges and bolts. The diameter of the cylinder is 1.9 metres, giving a surface of 27,345 square centimetres (deducting the section of the rod, which is 36 centimetres in diameter); which, for 5 atmospheres, gives a pressure under the piston of about 140 tons. As the weight of the hammer is 100 tons, it is evident that it can be raised with great velocity.

The stroke of the piston in the cylinder is 5 metres. This height of fall, multiplied by the 100,000 kilogrammes of the mass, gives a working force of 500,000 kilogrammetres, or about 1,640 foot tons. The width between the legs is 7.5 metres, and the free height under the cross-ties 3 metres, thus providing ample space for manœuvering large masses of metal.

The entire height of this colossal structure from the base of the masonry foundation to the upper part of the steam cylinder is 31 metres (102 feet), but notwithstanding this unfavorable condition for stability and the enormous effect resulting from a shock of 500,000 kilogrammetres, everything is so well proportioned that there is but slight vibration.

The workman who manœuvers the hammer is placed on a platform on one of the legs, about 3 metres above the floor. He is here protected from the heat reflected from the mass of metal during the operation of forging.

Terre Noire.—The "Compagnie des Fonderies et Forges de Terre Noire, La Voulte et Bességes" is one of the important steel producers of France; and, though its metal has not as yet been received for tubes for large cannon, it has been largely used in the production of shells and hoops. The company claims a specialty in producing cast steel without blow-holes, which requires no subsequent working under the hammer. The mode of manufacture is known as the Terre-Noire Process, and is the result of many years of gradual development. The value of the product has been so far appreciated by the Government as to justify its use for small guns and hoops, and even for trunnion-bands, while the manufacture of steel projectiles is a large item in the yield of the works. The Terre Noire metal is produced in the Siemens furnace, and possesses in the cast state all the necessary qualities for ordinary industrial purposes; it is soft and malleable, and is said to be as strong as ordinary steel of the same grade after rolling or hammering. It is claimed that its density is always as high as, and sometimes higher than, that of ordinary forged steel. These statements are supported by facts shown in numerous experiments.

The persevering efforts of the Terre Noire Company to develop this manufacture and the expense attending years of experiment prove their confidence in the principle involved, and the encouragement given during the past two years by the Government shows an appreciation of its merit; further experience may justify the use of the metal more generally in the construction of cannon, and, if it can be made hard enough

for the purpose, it may be used for tubes. It will require exhaustive experiments to induce artillerists to accept in all cases the simply cast metal as a substitute for that forged under a hammer or press; but if a perfect demonstration shall be made of its ability to endure all tests it will open a way to a great economy in manufacture.

In general terms, as stated by Mr. Holley, the object of greatest importance in this process is to keep down oxidation in the bath from the commencement of the operation. For this purpose the furnace must be kept as hot as possible, with a good solid body of flame, but there must be only just enough air admitted to promote thorough combustion.

The process requires an initial bath of pig-iron containing from 6 to 8 per cent. of manganese. Spiegeleisen is the most convenient form for introducing it; but as a spiegel with precisely this percentage may not be at hand, the bath may be formed by taking a richer spiegel and diluting it with a proper proportion of ordinary pig containing no manganese. The greater part of the bath should be made of pig poor in carbon, particularly when highly carbonized materials are to be dissolved. The weight of the initial bath should generally be about 11 per cent. of the whole.

When the bath is completely melted the refining materials are successively added in small quantities. These are preheated and dropped at the deepest part of the hearth in front of the doors. Preheating is employed not only to keep the furnace hot, but to save oxidation. The materials used at this period of the operation are chosen with reference to the quality required in the finished product. For projectiles, the Terre Noire Company generally use Bessemer ingot and rail ends, with sinking-heads from previous projectile charges. These are all high in carbon, and contain some manganese. The proportion of refining materials to the whole charge averages 78 per cent. As soon as one charge is melted another is added, until all are fused, when a series of tests commences. The study of these specimen tests is kept up until the bath is in a condition to receive the final additions. These consist of a special pig (11 per cent. of the whole charge) containing 4½ per cent. of silicon and 3½ of manganese, and also a little ferro-manganese containing 50 or 60 per cent. of the latter. A part of these ingredients is taken up by reactions which prevent the formation of blow-holes; the remainder is left in the metal to impart to it the physical qualities required.

The special pig is charged hot. While it is melting a marked change takes place in the bath, which up to that time has bubbled about as much as in the ordinary pig and scrap operation; it becomes gradually more and more quiet, until its surface is smooth and scarcely broken by small and widely-scattered bubbles. When the special pig is nearly all melted the ferro-manganese is thrown in hot. The casting takes place immediately. The metal runs into the moulds without any splashing, and no escape of gas is noticed during the casting operation.

Spiegeleisen is used for the initial bath because the manganese it contains, being the most oxidizable of all the materials present, will remove oxygen that may be present in the bath, and will intercept oxygen that tends to enter it, so that the more manganese there is in the slag the less oxygen there will be in the metal below. By testing the slag frequently there is constantly present a delicate test of the oxidation of the bath. If this precaution were not taken, and the oxygen were allowed to go on accumulating in the bath, it would be impossible to tell how much there is of it present when the final additions of silicon and manganese are made, and how much of these substances would be re-

moved in taking up this oxygen. Therefore oxygen must be kept out, so that the whole of the ingredients finally added shall be left to perform their work.

The success that has thus far attended the development of this manufacture indicates a useful and important future for the process.

PRESENT CONDITION OF FRENCH ARTILLERY.

The artillery of the army is under the control of the director of artillery in the war department. All guns for the field and for purposes of siege and position are fabricated under instructions from this office.

The list of guns under these heads, now actually in use, comprises a large number of models and varied constructions. This is the result of the hurried manner in which, before the end of the last war, guns of all available descriptions were collected by the Government. During late years, while the re-arming of the country has been progressing, a systematic method of armament has been adopted; but this has not, up to this time, so far advanced as to justify the exclusion of the old guns from the list of those in actual use. As the number of the new guns, however, shall increase they will be substituted for the old; consequently, in presenting the present condition of the artillery of the army, the old are alluded to only in a general way.

Omitting mention, then, of the bronze smooth-bore and bronze and cast-iron rifled pieces of old date, the following may be stated as the present armament of the artillery of the army:

	Kilos.
80-millimetre (pièce de montagne), weighing	105
80-millimetre (pièce de campagne), weighing	425
90-millimetre, weighing	530
95-millimetre, weighing	710
120-millimetre (pièce de siège et position), weighing	1,200
155-millimetre (pièce de siège et position), weighing	2,527
190-millimetre (pièce de siège et position), weighing	8,000
240-millimetre, weighing	17,000

220-millimetre (steel rifled mortar).
Revolving cannon (model of 1879), Hotchkiss.

These guns, with the exception of the revolving cannon last named, are all constructed on the system of Colonel de Bange, late of the army. In addition to them, the army gun factories are employed in the manufacture of a large number of 24-centimetre guns which have a cast-iron body tubed and hooped with steel. They are made to assist in arming the coast. They are also much more economical than all-steel guns.

The ordnance of the navy is attached to a department in the ministry of marine, called the "Direction of Material." The bureau of the artillery of the navy is one of several bureaus under this "Direction," and is presided over by an officer, "chargé du service technique," who is virtually the chief of naval artillery. This position is filled at present by General Dard, an officer of great eminence in the marine artillery of France.

The list of guns of the marine artillery comprises a large number of calibers; and the variety in their construction shows the growth and development of the idea which has finally resulted in an armament for the navy of guns constructed entirely of steel, including the following calibers, viz: 65 and 90 millimetres, 14, 16, 19, 24, 27, 32, 34, 37, and 42 centimetres. The Hotchkiss revolving cannon also forms an important element in this armament.

Many of these guns, including some of 32 centimetres, are models of

previous years—cast-iron bodies hooped with steel; cast-iron bodies with half tubes of steel and hooped; cast-iron bodies with steel tube extending the whole length of the bore and hooped with steel—all indicating the persistent effort that has been heretofore made to utilize cast iron. The other guns mentioned above are entirely of steel.

The marine artillery is engaged in the construction of a modification of the 27-centimetre and 32-centimetre guns of model 1870, to be called the model 1870–'81. They are to be of cast iron, tubed and hooped with steel; their length will be increased to fire heavier charges than the model 1870, giving a velocity of 530 metres; eight 27-centimetre and twenty-six 32-centimetre guns of this pattern are under construction.

The 37-centimetre and 42-centimetre guns were in hand when General Dard came into his present office, and will be completed. Their weights, respectively, are 72 and 75 tons, and their construction is the same.

Eight 42-centimetre guns are in process of construction, assigned to the following turreted ships, viz: Indomptable, Requin, Terrible, Caiman.

One gun weighing 100 tons has been built by the marine artillery at Ruelle, but it is of 42-centimetre caliber, with the same sized tube as that in the 75-ton gun. It is, in fact, the 42-centimetre gun, with a body of cast iron instead of steel. Being constructed for the purpose of deciding all the ballistic particulars of the 75-ton gun, cast iron was employed for economic considerations.

The following are accepted by the bureau of marine artillery for the future armaments of the navy, and will be entirely of steel, viz:

	Length in calibers.
65-millimetre	
90-millimetre	
10-centimetre	
14-centimetre shell gun	30
16-centimetre (light), with one row of hoops	28½
16-centimetre (heavy), with two rows of hoops	28½
24-centimetre	28½
27-centimetre	28½
34-centimetre, 44 tons weight	18
34-centimetre, 48 tons weight	21
34-centimetre, 49 tons weight	25
34-centimetre, 52½ tons weight	28½

Material.—Although the gun factories of the army and marine artillery are engaged in the fabrication of guns with cast-iron bodies, and though Colonel de Bange advocates puddled steel for hoops, the effort to perpetuate the use of cast iron is now definitely abandoned as far as the navy is concerned, and the employment of forged cast-steel will be generally accepted.

Construction.—The army guns are fabricated on the system of Colonel de Bange. This construction requires an oil-tempered and annealed steel tube with hoops shrunk on in such numbers and in as many layers as are necessary to resist the strain brought on them by the charge. The hoops are made of puddled steel, coiled and welded. This construction is carried to the 240-millimetre gun, of which there are very few in the service.

There is a serious effort on the part of the officers of the artillery to introduce a change in the method of construction so as to have the hoops made of forged steel, and it is thought that this may result in introducing a modification so far as to have the rear hoop, in which the breech mechanism is seated, and the trunnion hoop made of forged steel, while the coiled, puddled steel will be retained for the other parts.

There are two constructions of the 34-centimetre gun of 21 calibers; one has a thick tube, with two rows of hoops; in the other, a thin tube is covered its entire length with a jacket of the same thickness as the tube, and two tiers of hoops. These guns are intended to give an initial velocity of 600 metres.

General Dard is experimenting in the direction of a larger caliber, and has under construction a gun of 37 centimetres, of the following dimensions, viz:

Diameter of bore	centimetres..	37
Diameter of chamber	millimetres..	385
Thickness of tube	do....	140
Thickness of jacket	do....	142.5
Thickness of hoops (1st row)	do....	107.5
Thickness of hoops (2d row)	do....	132.5
Total diameter	do....	1,430
Total length	do....	11,185
Length of bore	do....	10,545
Length of breech mechanism	do....	640
Weight of gun	tons..	72
Weight of tube	do....	14.7
Weight of jacket	do....	16.4
Weight of ingot for tube	do....	20

This gun is entirely of steel and the tube is in one piece. From its great length it is evident that a large charge of powder can be consumed in it, but the proposed weight of charge and projectile is not known.

The construction of the 37 and 42-centimetre guns consists of an inner tube in one piece, on the rear end of which is screwed a short tube accommodating the breech mechanism. The tube is enveloped in a jacket composed of two pieces hooked together forward of the trunnions and inclosed by two layers of hoops.

The above presents, in a condensed form, the present condition of construction in France. Particulars of most of these guns are published and can be referred to at pleasure. The only new guns to be developed are those of General Dard and Colonel de Bange, both of whom propose a 34-centimetre gun. Some particulars of the Dard gun have been given above.

The de Bange gun is made up of an interior tube and three rows of hoops, and the following are some of the particulars:

Caliber	centimetres..	34
Weight	tons..	37
Charge of powder	kilogrammes..	180
Weight of projectile	do....	450
Calculated velocity	metres..	610
Outside diameter of breech	millimetres..	940
Rows of hoops at breech	do....	3
Rows of hoops at muzzle	do....	3
Energy expected to be developed per ton of gun	metre tons..	230
Weight of carriage	tons..	24
Weight of slide	do....	30

The high velocity and great energy claimed are said to be due to some peculiarity of the cartridge. The novel feature, however, in the gun lies in the manner in which it is proposed to insure longitudinal strength by the grip of the hoops on the tube and on each other. The outer surface of the tube presents a series of conical undulations; the interior surface of the first row of hoops corresponds with the form of that portion of the tube which they envelop, and a similar form is carried to the exterior of the hoop, thus continuing the same adjustment of parts to the third layer, the outer surfaces of which are shaped to suit the ordinary form of a gun.

In this system each layer is made to break joint with that below and above it. The inventor is erecting a special tool of his own invention, said to be capable of such modifications as will enable it to perform all the operations of boring, turning, slotting, rifling, &c., for which in ordinary manufacture several tools are required. The developments from this experiment may prove very instructive, and will certainly be very interesting.

Breech Fermeture.—All the French guns are breech-loading and are fitted with the interrupted screw system as modified by Colonel de Bange to suit his gas-check.

Gas-Check.—The de Bange gas-check is universally employed, the tête-mobile of which is made of crucible steel supplied by Thomas Firth & Sons, of Sheffield, England.

Rifling.—The rifling is polygroove and parabolic in development. The number of grooves is equal to twice the caliber of gun, expressed in centimetres.

Rotating Rings.—A single rotating ring of copper is used for all calibers. Its exact position has been determined by extensive series of experiments.

Wire Construction.—The exponent of the system of wire-wrapping for cannon in France is the Schultz gun. A 34-centimetre gun made on the plan of Captain Schultz was built up as follows: A steel tube was wrapped circumferentially with steel wire and inclosed in a wrought-iron jacket; the longitudinal strain and the effort to blow out the breech was resisted by twelve longitudinal bars of steel set up at as equal a tension as possible between two bands shrunk on over the jacket, the forward carrying the trunnions and the rear inclosing the breech mechanism. The gun was made at the works of the Compagnie de Fives-Lille, under the supervision of Captain Schultz, and was sent to Gâvre to be fired. Owing to the unequal tension of the longitudinal bars the gun failed at the first fire. The cause of the failure can be thus distinctly asserted as the sound of the *successive* ruptures of the bars was recognized by those who assisted at the experiment.

Previous to its trial, and in anticipation of success, four cast-iron guns of 24 centimetres were sent to Fives-Lille to be converted on the same principle. They are tubed with steel as far as the trunnions, and are wrapped with wire. The longitudinal bars are yet to be adjusted, after which they will be subjected to trial, with but faint hopes of success, as the failure of the original gun seems to have indicated very positively the mechanical impossibility of securing an equal strain on the longitudinal bars. The contract, however, having been made for the conversion of the four guns above named, it will be carried on to its completion.

For future construction, however, the system of taking up the longitudinal effort with bars is abandoned, and the 34-centimetre gun now at Gâvre is to be returned to Fives-Lille for reconstruction. This will consist in replacing the bars with a jacket shrunk on over the wire wrappings, and which, at its forward end, will hook over the band already shrunk on the gun, and at its rear end be notched into the band containing the breech mechanism.

A gun of 10 centimetres built upon this system is now being experimented with at Gâvre, and the results have been sufficiently satisfactory to justify enlarging the chamber for the purpose of testing the gun with increased charges.

The above exhibits the present condition of this problem in France.

GERMANY.

Among the places that the Board desired to visit in Europe was included the famous establishment of Mr. Fried. Krupp, at Essen, in Westphalia; and, as in all cases where it was proposed to visit private works, a letter was addressed to Mr. Krupp, through his agent in London, requesting the necessary permission.

The permission was refused. The correspondence relating to this subject will be found in the files attached to the record of proceedings and in Appendices O, P, Q, R, S, T, U, V, of this report.

From the above statement it will be seen that the Board is unable to submit any information founded upon personal observation. For the general purposes, however, of this report the following statements will be appropriate:

With the exception of the small gun factory at Spandau, near Berlin, where a limited number of cannon up to 15 centimetres and some rifled mortars are fabricated, the source from which the armaments of Germany are supplied is the establishment of Mr. Fried. Krupp. The Government has no control over the works, consequently the principal dependence is on this private company. Owing to the great enterprise exhibited in the management, and to the support of the Government, the establishment has, for many years, enjoyed a monopoly of the manufacture of cannon for Germany, and it has been enabled to furnish guns to many other powers, notably to Russia.

As to the condition of the steel manufacture as relates to cannon, it is known that it was the practice to cast gun ingots exclusively of steel prepared in crucibles; ingots of the weight of 80 tons have been cast from crucibles more than 12 years ago. The Board is not able to state whether gun ingots are now cast exclusively from crucibles or whether they are now made from open-hearth furnaces.

The following is the present condition of the German artillery, taken from official sources:

	Calibers.
8-centimetre pivot-cannon	
8.4-centimetre field-gun	25.6
8.7-centimetre	50
10.5-centimetre	
10.5-centimetre	35
10.7-centimetre pivot-cannon	
12-centimetre, navy and coast, light	25
12-centimetre	30
15-centimetre pivot-cannon	
15-centimetre siege-gun	
15-centimetre, navy and coast	25
15-centimetre	30
15-centimetre, navy and coast	35
21-centimetre	30
21-centimetre mortar	
24-centimetre, 19 tons	30
24-centimetre, 21 tons	35
26-centimetre	35
28-centimetre	35
30.5-centimetre, light, 32 tons	25
30.5-centimetre, heavy	25
30.5-centimetre, 43 tons	30
30.5-centimetre, navy and coast, 48 tons	35
35.5-centimetre, 51 tons	25
35.5-centimetre, 68 tons	30
35.5-centimetre, 76 tons	35
40-centimetre, 72 tons	25
40-centimetre, 97 tons	30
40-centimetre, 109 tons	35

The power of the Krupp gun is best illustrated by the reports of firings that took place at Meppen in 1879 and subsequently. These reports are available for reference.

The material used in the construction of the Krupp guns is steel.

The system of construction is that of a built-up gun, with tube and hoops. In the larger guns of latest design the first hoop shrunk on the rear of the tube is lengthened, resembling the jacket of the Vavasseur design.

The fermeture is the cylindro-prismatic wedge, modified from the original invention of Mr. Broadwell, and adopted by Mr. Krupp. The gas-check is also the invention of Mr. Broadwell and bears his name.

The Board can give no information upon the subject of wire-construction in Germany.

The essential point to be observed in this short notice is that the main supply of the artillery of Germany is drawn from one private firm. In this respect the method differs from that followed either in England or in France. It goes without saying that the Government pays a high price for the manufactured article.

RUSSIA.

SOURCES FROM WHICH THE ARMAMENT OF RUSSIA IS SUPPLIED.

The Government of Russia has been an extensive purchaser of cannon from Mr. Krupp, at Essen; but, after adopting the Krupp gun for its armament, it proceeded to manufacture on that system for its own uses.

The course pursued to produce a supply from home manufacture was that of joint action between the Government and a private firm. The large steel works of Aboukhoff, near St. Petersburg, was the establishment with which the Government entered into partnership, becoming the owner of one-third of the stock. The Government is represented in the board of directors, the works are in the hands of the Minister of Marine and Admiral Kolokoltzoff is the chief administrator or superintendent. At the commencement of the joint action, the Government contributed largely to increase the plant by providing tools suitable for its work, and very substantial aid has been provided from time to time.

The substance of this statement was collected from parties with whom intercourse was held, who did not, in distinct words, condemn the practice under which the Government has been acting since it commenced to manufacture its own guns, but they evidently held the idea that the condition of affairs would be much improved if the Government had absolute control of the works. In order to achieve this object it was understood that the Government is soon to acquire such additional stock as will make it owner of about two-thirds of the whole. When this shall be accomplished it is thought that the Government will be able to produce its guns at less expense than is now incurred.

It was freely admitted that the material produced under this system of joint action has been at great cost, but the Government has reconciled itself by the conviction that the product was of first-class quality and better than could be procured from other sources at less expense. The ground is taken that, in a matter so important as armament, high price is not to be considered an obstacle to the possession of the best guns

that can be produced, and the authorities believe they have attained this object in their manufacture.

This experience of the Russian Government in its joint action with the Aboukhoff Steel Works bears directly upon one of the most important points that the Board is required to consider, viz, "any other method" apart from a Government foundry, pure and simple, by which cannon can be provided; and the results above cited demonstrate that in this combination in Russia, as in that between the English Government and the Elswick Ordnance Company, the Government must always expect to bear the loss.

The acquisition of additional stock may give the Government such control in the direction of the business of the works as to smooth the way to its possession of the whole. This seems to be the natural conclusion of the process now in operation, and its consummation would be a declaration of the practical failure of the plan inaugurated at the commencement. The experience of joint action between the Government and a private firm in Russia does not encourage the experiment in our own country.

Nearly the entire production of steel for cannon is distributed between the Aboukhoff Steel Works and the Kama, near Perm (in the Ural Mountains), but the product of the former is the more considerable. Among others, the Iznoskof and Alexandroff private steel works (both near St. Petersburg) manufacture projectiles, and as the Government diminishes its contracts abroad they will develop their plants to meet the demands for gun material.

Russian Artillery-Gun Factory.—Although the amount of field artillery and siege pieces in the possession of the Government is very large the work of manufacture is actively progressing, and the Russian Artillery-Gun Factory in St. Petersburg is constantly occupied in the construction of guns up to and including the 8-inch and rifled mortars of 9-inch caliber. This factory is well supplied with tools, has a capacity to turn out 70 field guns per month and is rapidly replacing the older models on hand; but its plant is not equal to all the work demanded of it. The deficiencies are supplemented by the Aboukhoff Works.

Aboukhoff Works.—The Aboukhoff Works, which include the manufacture of steel on a large scale and the fabrication of cannon of all calibers, both for the army and the navy, are situated in the alluvial basin of the Neva River, where good foundations are to be had only at great expense. The excavation for the 50-ton hammer was carried down 50 feet before moderately hard bottom (gravel) was reached. This cause has added largely to the general cost of construction of the works.

The shops are extensive and numerous, but as they have been erected as needed, without regard to any general plan, they furnish no guide for constructing a new establishment. The largest gun shop is 700 feet long and 70 feet wide, with the tools disposed longitudinally. The severity of the climate has rendered it necessary to seal overhead with wood, and from this cause the shop is not so well lighted as is usual in Europe. The plant is of good quality and is being extensively developed. In the foundry advantage has been taken of the undulations of the ground to place the forge at a lower level than the furnaces, thus conveniently providing for the transportation of the hot ingots by railway direct from the bottom of the casting pit to the hammers. The capacity for casting reaches from 40 to 50 tons, requiring 1,200 crucibles.

CONDITION OF STEEL MANUFACTURE.

There can be no question as to the character of the ore from which the metal used for cannon in Russia is produced. The Russian mines, from which much of it is obtained, are situated in the Ural Mountains, on the border of Siberia. The ore is smelted with charcoal, and the iron is fully equal to the famed iron of Sweden. It is received at the Aboukhoff Works in the form of cast and wrought iron. Use is also made of the best Swedish and Spanish iron.

The puddled steel, which is the basis of the Russian gun-metal, is prepared at Perm and at the Aboukhoff Works. The steel for casting all gun tubes, jackets and large hoops, is prepared in crucibles. A portion of the magnetic ore, which is found in the Ural, is one of the elements introduced into the crucibles and is said to have a beneficial effect upon the mixture.

Hoops for some small guns are made of Bessemer steel, the charge being selected from the best Ural and Swedish ores. The Siemens-Martin Process is restricted to the manufacture of small ingots, being regarded with much less favor than crucible castings.

The most important improvement which has recently been introduced is Sir Joseph Whitworth's system of liquid compression. The advantages of this press have been alluded to in a former part of this report and need not be again recited. At the Aboukhoff Works, the effect of liquid compression is considered as very beneficial, and the impression was received that the system of forging by the press would also have been adopted if there had not already been established at the works one of the largest and most expensive hammers in the world, the tup of which weighs 50 tons, with a fall of 12 feet.

PRESENT CONDITION OF RUSSIAN ARTILLERY.

Russia has adopted the Krupp breech-loading system with slight modifications for all calibers, but a few guns fitted with the French interrupted screw were noted. Steel alone is used for new fabrications.

The heavy ordnance for naval and sea coast defense is designed to give velocities from 1,700 to 1,800 feet; but experiments to gain an increase, by lengthening the bore, are in progress. The following are the principal calibers:

12-inch 40-ton guns, 20 calibers long, are adapted for arming the "Peter the Great" and the "Popoff"—one, 30 calibers in length, weighing 50 tons, and burning 390 pounds of powder, is now under trial.

11-inch 27-ton guns, 22 calibers long, are used in several turret ships and in sea-coast batteries. The tube requires a 30-ton ingot.

There are also many naval 9-inch, 8-inch, and 6-inch guns about 22 calibers long, in service; but the models will soon be modified by increasing the length. For land fortresses the 6-inch gun is the prevailing type. Most siege guns on hand are of bronze, but a new steel pattern will be adopted for future fabrication.

A recent accident gave a severe test to the system of construction adopted for Russian artillery. In experimenting with gun-cotton for use in shells, one of the latter, containing 40 pounds, exploded in the chamber of an 11-inch gun when the charge of gunpowder (128 pounds) was fired. The rear part of the breech was blown off at the weak point of the Krupp system. The trunnion-band was broken, throwing off a fragment; and *the diameter of the chamber was enlarged* 1 *inch.* The

admirable quality of the metal, and the good adjustment of the strength of the several parts is evident from this statement.

In testing steel no value is attached to the ultimate breaking stress or percentage of elongation; and the computations are all based on the elastic limit which is determined by noting where the increasing stresses and elongations cease to be proportional. This must never occur below 2,400 atmospheres (16 tons per square inch).

Construction.—All field guns are of steel, and are mounted on a carriage fitted with rubber buffers to reduce the shock.

The special novelty of the Russian ordnance is a thin steel lining tube, designed to receive the wear in firing and to be renewed when needful, without the expense and difficulty of re-tubing. This system is adopted for all calibers from the smallest up to the 12-inch gun, inclusive. The operation of inserting one of these lining tubes in a field gun was witnessed at Aboukhoff. The difference of their diameters was very small. The fitting of the slightly conical surfaces by measurement before insertion was done with precision.

When ready for insertion the lining tube was lubricated and introduced by hand. It was forced by hand levers until the end was nearly flush with the breech; hydraulic power then applied by a hand-pump was gradually increased to a pressure of 180 atmospheres, although no motion was apparent after it had reached 100 atmospheres. The rear end of the lining tube forms the recess for the Broadwell ring.

The Russian officers claim that these tubes can be renewed in the field, and cited instances of two 9-inch mortars, weighing 5½ tons each, needed for use on the Danube during the late war. Being too heavy for the available means of transportation they were forwarded in three pieces—a tube, a breech-jacket, and a muzzle-jacket. The two latter were screwed together, and the tube was inserted by a jack on the spot; both mortars did excellant service.

Sheets of recent unpublished experiments were exhibited, showing the locus of the varying pressure in the bore of a long 4.2-inch gun. These pressures were measured by Rodman gauges in the usual way, special care being taken to place the part acted upon by the gas nearly flush with the bore. The results thus far have proved quite accordant and very interesting, indicating that as the distance from the bottom of the bore increases the pressures at first decrease a little, and then rapidly increase to a maximum at a point slightly in rear of that originally occupied by the front band of the projectile. Here the pressure is nearly double that at the bottom of the bore, and evidently is increased by the reaction from the shot at the instant of taking the grooves. This investigation has much importance in connection with the problem of the best form and dimensions for the powder chamber. The experiments are to be continued with a 16-inch 80-ton steel gun made at Aboukhoff and fitted for this purpose. It is 22 calibers long and constructed in the following manner, viz: tube in one piece; jacket in three parts extending to muzzle; four layers of hoops and a fifth hoop over the breech. It is pierced at various points to receive the gauges.

An experimental 11-inch 47-ton all-steel gun, 35 calibers long, consisting of tube, jacket in two parts extending to muzzle, and three layers of tapering hoops, was ready for trial.

Rotating Rings.—Projectiles are fitted with two copper bands, the front one to give a uniform bearing and the rear to take the rifling. Both are made of rods hammered into place by hand, because this is supposed to give a better hold than can be had by machinery.

The experiments with Russian artillery are made at the Polygon at

Ochta, near St. Petersburg. The grounds afford a range of about 7 miles, and the establishment of the navy under Admiral Kouprianoff, and of the army, under General Erme, are side by side, so that each service can always witness what is done by the other. A 12-inch 50-ton rifle, an 11-inch and several smaller guns were in position at our visit.

THE UNITED STATES.

SOURCES FROM WHICH THE ARMAMENT OF THE UNITED STATES IS SUPPLIED.

Previous to and during the civil war the armaments of the United States were supplied from—

The Cold Spring Foundry, West Point, N. Y.
The South Boston Iron Works, Boston, Mass.
The Fort Pitt Foundry, Pittsburgh, Pa.
The Reading Iron Works, Reading, Pa.
The Builders' Iron Foundry, Providence, R. I.
The Phœnix Iron Company, Phœnixville, Pa.
The Ames Manufacturing Company, Chicopee, Mass.

Since the termination of the war the Fort Pitt Foundry has ceased to exist. The South Boston Iron Works Company has manufactured a few experimental guns, and with the West Point Foundry has executed some small orders of the Government in the conversion of cast-iron smooth-bores into rifle guns by inserting and rifling a coiled wrought-iron tube.

None of the companies mentioned above have ever made steel guns, and virtually the United States is destitute of a source from which such an armament as the age demands can be supplied.

CONDITION OF STEEL MANUFACTURE.

With a view to such experiments as their appropriations would justify, the Ordnance Bureaus of the War and Navy Departments have from time to time addressed the steel manufacturers of the country on the subject of furnishing steel for cannon, but thus far have met with only a partial success.

The reasons for this will be noticed farther on in this report, but the fact is here stated to emphasize the conclusion that the immense steel works of the United States, from lack of demand for this special material, have not the necessary plant for forging, and are in no condition at present to manufacture steel for cannon in such quantities and in such sizes as are essential for a suitable armament for the country.

PRESENT CONDITION OF THE ARTILLERY OF THE UNITED STATES.

To recite under this heading the present armament of the country is unnecessary. Before the introduction of rifled cannon and the use of steel as the material for their construction, the United States boasted of her Dahlgren and Rodman cast-iron guns, which were the models for imitation and the standards for comparison of all nations.

While the rest of the world has advanced with the progress of the age, the artillery of the United States has made no step forwards. Its present condition of inferiority is only the natural result of such want of action.

COST OF PLANT FOR THE MANUFACTURE OF GUNS.

From information gained in its investigations and from consultation with the managers of those large establishments abroad where gun tools are made, the Board submits the following estimates.

As it will recommend that "for the manufacture of heavy ordnance adapted to modern warfare," the steel should be produced by private companies and the guns fabricated in Government shops, these estimates will be made under three heads, viz:

Machines and tools for steel plant.
Machines and tools for gun factory.
Buildings.

MACHINES AND TOOLS FOR STEEL PLANT.

On the matter of plant for casting and forging the Board obtained information chiefly from Sir Joseph Whitworth & Co., of Manchester, and from Messrs. Tannett, Walker & Co., of Leeds, England.

The following is an approximate cost of plant for casting and forging ingots up to 100 tons, submitted by Tannett, Walker & Co.:

Sixteen groups (4 each) gas producers.
Ten 12-ton Siemens furnaces.
Two large reheating furnaces.
Five 24-ton hydraulic center-casting cranes.
Six 5-ton ingot cranes.
Two 170-ton and two 30-ton power traveling cranes, 50 feet span, with engines.
Two 24 feet by 19 feet hydraulic accummulators.
Two pairs pumping engines; either 18 inches by 24 inches (single), or 15 inches by 28 inches by 24 inches (compound).
One overhead tank.
Pipes for above hydraulic cranes.
One 3,000-ton hydraulic press.
One pair pumping engines for working press.
Total cost, exclusive of buildings, about $300,000.

This estimate does not include tools for rough boring or turning, nor appliances for tempering.

The additional cost of these tools and appliances should be added as forming part of the expenses properly belonging to the foundry. As will appear hereafter, the cost of a complete plant for rough boring and turning, including all guns up to 100 tons, will be about $210,000; the tempering pit, furnaces, &c., will cost about $50,000; which, exclusive of buildings, would, upon the estimate of Tannett, Walker & Co., make the total cost of a plant capable of casting, forging, rough boring, rough turning and tempering the parts of guns up to 100 tons, about $560,000.

The following is an estimate from another source, for a 100-ton ingot steel plant, confined exclusively to the process of casting:

Eight 15-ton Siemens furnaces, with platform and producers complete.
Two ordinary travelers for ingot-pit.
Eight 15-ton ladles.
Railway metal and laying.
Hydraulic cranes.
Cost, exclusive of buildings, about $215,000.

The following is an approximate price of a plant for casting and forging 72-ton ingots:

Ten groups (4 each) gas producers.
Six 12-ton Siemens furnaces.
Two large reheating furnaces.
Three 24-ton hydraulic center-casting cranes.

Pipes for hydraulic cranes.
Four 5-ton ingot cranes.
Two 100-ton and two 30-ton power traveling cranes, 50 feet span, with engines.
Two 18 feet by 19 feet hydraulic accumulators.
Two pairs pumping engines, either 18 inches by 24 inches (single), or 15 inches by 28 inches by 24 inches (compound).
One overhead tank.
One 3,000-ton hydraulic press.
One pair pumping engines for working press.
Cost, exclusive of buildings, about $205,000.

The following is an estimate submitted by Sir Joseph Whitworth for a plant for casting 60-ton ingots:

Three 20-ton melting furnaces, including all steel and iron work, all silica and fire-bricks, valves, levers, stages, ladles, apparatus for making clay used in the moulds and ladles, the iron work and all fire-bricks for gas producers, a competent man to superintend erection, but exclusive of all common bricks, brick-setting, excavating, &c., $70,000.

This plant, if supplied with a sufficient number of re-heating furnaces and kept in full work, would be capable of turning out 150 to 200 tons of large-gun material per week.

The following are estimates submitted by Sir Joseph Whitworth for forging presses:

A 34-inch hydraulic forging press complete with its engines, pumps, boilers, two hydraulic traveling cranes, two re-heating furnaces with hydraulic apparatus for raising the doors. An assortment of steel chucks, mandrels, draw-bars, porter-bars, swage and other blocks for enlarging and reducing hoops, &c., apparatus for withdrawing mandrels, &c., $200,000.

A 24-inch hydraulic forging press, complete in all details, as in the case of the large one already cited, will cost about $140,000.

The forging press, though not a new idea, has been but little used; in fact, to this time, it has been adopted in but one large establishment in the world; consequently its manufacture is costly. Its general adoption is now a matter of certainty, and its cost will no doubt be reduced; hence, it is probable that a 36-inch forging press with cranes, engines, pumps, accumulators, &c., exclusive of buildings, may be obtained for $150,000.

If the system of liquid compression should be adopted, the additional cost of a hydraulic casting press, complete, including steel mould boxes, overhead hydraulic traveling cranes to lift 100 tons, including columns and girders, and complete in every respect, except masonry and brick-work, would be $175,000.

The following is an estimate of the cost of tools for rough boring and turning the parts of guns for all calibers up to 16 inches:

One rough-turning lathe for tubes and jackets up to 12-inch caliber.
Three rough-boring lathes for same.
One rough-turning lathe for tubes and jackets up to 16-inch caliber.
Two rough-boring lathes for same.
One 100-ton power traveling crane.
One 20-ton power traveling crane.

Tools for the above, including:

Assorted tools for rough-turning lathes.
Forged cast-steel boring bars with head and steel cutters for boring tubes out of the solid.
Forged cast-steel bars for boring jackets.
Sets of tools for each of the hoop and trunnion lathes, and for the slotting machines.
The total cost will be about $210,000.

If a complete set of trepanning tools were to be furnished for the work of rough boring, the additional cost will be about $50,000. The first cost of these tools is very great, as they are made from very large

ingots of cast steel, oil tempered, which have to be bored and turned almost entirely away.

The above estimates respond to the call of the act of Congress so far as relates to cost of a steel plant for the manufacture of the heaviest guns, and will answer some of the inquiries of, and serve as a guide for, those of our steel manufacturers who shall undertake to supply the Government with the required material for modern artillery.

As the greater includes the less, it may be taken for granted that no plant for smaller work can equal the above estimates. The scale of diminution in proportion to the weight of metal and capacity of cranes, presses, &c., may be approximated, and the following list of weight of forgings required for different calibers in the English service will assist the calculation:

Particulars of forgings for English gun tubes.

Weight and caliber of gun.	Weight of ingot cast.	Weight of forging for tube.	Model.
110 tons	About 100 tons	70 tons	New.
100 tons, 17 inches	Breech part, 27 tons Muzzle part, 15 tons	21 tons, 2 cwt 12 tons, 11½ cwt	Old.
80 tons, 16 inches	21 tons	17 tons, 7 cwt	Old.
63 tons, 13.5 inches	35 tons	27 tons, 17 cwt	New.
43 tons, 12 inches	27 tons	21 tons	New.
26 tons, 10.2 inches	14 tons	11 tons, 10 cwt	New.
18 tons, 9.2 inches	12½ tons	10 tons, 5 cwt	New.
11½ tons, 8 inches	10½ tons	8 tons	New.
80 cwt., 6 inches	4½ tons	3 tons, 12¼ cwt	.....
38 cwt., 50-pounder	2⅝ tons	1 ton, 18¼ cwt	.....
22 cwt., 4-pounder	1½ tons	1 ton, 2½ cwt	.....

The forging for the 100-ton gun cited above is that which was supplied for the Armstrong gun furnished the Italian Government, the tube for which was made in two parts. That for the 110-ton gun now to be made for the English Government will be in one forging.

If the cost per ton be fixed for the smaller guns, and an increasing ratio be established per ton as the caliber increases, the approximate cost of the forgings for guns of like pattern can be determined.

From an inspection of the table given above it will be seen that it is within the resources of many of our own steel works to supply castings for a large number of the different calibers. These works, however, are deficient in forging apparatus.

In the above estimates the cost of a steam hammer is not given, as the Board unanimously approves the adoption of the press; but it will be pertinent to add that, in order to produce a given amount of work, the hammer is the more expensive tool.

MACHINES AND TOOLS FOR GUN FACTORY.

On the matter of plant for gun factory the Board obtained information from the principal gun factories of England, France, and Russia, where machines and tools are in operation, and from the largest establishments where such tools are made, but chiefly from Messrs. Greenwood & Batley, of Leeds, Mr. Hulze & Co., of Manchester, and Messrs. Varrell, Elwell & Middleton, of Paris.

In considering this part of the subject it was decided that there were three classes into which guns could be advantageously divided in reference to tools suitable for their fabrication, viz:

(I.) Guns of 6-inch and all below that caliber.

(II.) Guns from 6-inch to 12-inch caliber.

(III.) Guns of caliber greater than 12 inches.

It was necessary to adopt a tool as a unit on which to base the calculation that should determine the number of tools required under the above classes. The rifling machine was the unit adopted. The object was to so proportion the numbers of each tool as to keep the rifling machine constantly employed.

In the solution of this problem the Board has had the advantage of the able assistance of the firm of Greenwood & Batley, of Leeds, England, whose tools were seen in all the large gun factories visited in Europe. They have spent much time and incurred much expense in providing plans and estimates, and have communicated most valuable confidential information. The following estimates, stated in a general way, are the results, and the Board is confident of the essential accuracy.

(I.) Cost of Gun Factory Plant up to 6-inch Caliber.

This plant does not include rough boring and turning lathes for tubes, jackets, and hoops; these parts are supposed to be supplied ready for finishing. It includes:

Two finish turning lathes.
Three finish boring lathes.
One lathe to chamber, cut breech-screws, &c.
One rifling machine.
One milling and drilling machine.
One 10-ton power traveling crane.
Tools for above, including—
A set of turning tools for each finish turning lathe.
One boring bar with head and cast-steel tools for boring lathes.
One chambering bar with cutting tools.
One steel bar and cutting tools for screw-cutting and shaping out spaces.
One hollow rifling bar with cutter, adjustment, and cutting tools.
Milling cutters and mortise drills for milling and drilling machines.
The total cost will be about $50,000.

This plant is capable of producing one 6-inch gun per week, or a proportionally larger number of smaller calibers.

(II.) Cost of Gun Factory Plant up to 12-inch Caliber.

This plant does not include rough boring and turning; the parts are supposed to be supplied ready for finishing. It includes:

One finish turning lathe.
Three finish boring, turning, and chambering lathes.
One machine to cut breech-screw, &c.
One rifling machine.
One milling and drilling machine.
Four combined boring and turning face lathes for hoops.
One combined boring and turning face lathe for trunnion hoops.
One combined boring and turning lathe for trunnions.
One slotting machine for trunnion hoops.
One 40-ton power traveling crane.
Tools for the above, including—
Cast-iron tubes with steel head and cutter for finish boring tubes.
Cast-iron tube with steel head and cutters for finish boring jackets.
One chambering bar.
Fifty assorted turning tools for finish turning lathes and machine for cutting breech screw and spaces.
Cast-iron hollow rifling bar with cutter head, adjustments, steel tube for actuating tool, and cutting tools.
Four milling cutters and mortise drills for milling and drilling machine.
The total cost will be about $150,000.

This plant is capable of producing one 12-inch gun every three weeks, or a proportionally larger number of smaller calibers.

(III.) Cost of Gun Factory Plant up to 16-inch Caliber.

This plant does not include rough boring and turning; the parts are supposed to be supplied ready for finishing. It includes:

Two finish turning lathes.
Three finish boring, turning, and chambering lathes.
One machine to cut breech-screw, &c.
One rifling machine.
One milling and drilling machine.
Four combined boring and turning face lathes for hoops.
Four combined boring and turning face lathes for trunnion hoops.
One combined boring and and turning lathe for trunnions.
One slotting machine for trunnion hoops.
One 100-ton power traveling crane.
Tools for the above, including—
Two cast-iron tubes with steel boring head and cutters for finish boring tubes.
One cast-iron tube with steel boring head and cutters for finish boring jackets.
One steel chambering bar.
Fifty assorted turning tools for finish turning lathes and machine for cutting breech-screw and spaces.
One cast-iron hollow rifling bar with cutter head, adjustments, steel tube for actuating tool, and cutting tools.
Four milling cutters and mortise drills for the milling and drilling machines.
The total cost will be about $350,000.

This plant will produce one 16-inch gun per month, or a proportionally larger number of smaller calibers. In the room allotted to shrinking on the jackets and hoops there will be required an additional traveling crane capable of handling guns of the heavest weight, which will cost about $17,500.

From these estimates, the cost of equipping a gun factory capable of producing guns from the lowest caliber up to 16 inches will be about $570,000.

If the tools mentioned above are to be made in the United States, these estimates would have to be largely increased, because there has been no demand to especially direct the attention of our manufacturers to them; from this want of experience great delay and expense would result in the preparation of plans, specifications, and patterns.

A wise policy would seem to demand that the tools required in this first plant should be purchased from those parties abroad who have had the most valuable experience in their manufacture.

Buildings.—At most of the establishments visited by the Board, the buildings have been constructed successively to meet increasing demands for space; and they therefore do not exhibit that systematic study which naturally would be demanded in planning a new gun factory. In such a problem the first step would be to decide upon the tools to be ordered, and their most convenient arrangement, and then the architect would be able to design the most suitable buildings.

As the Board will recommend that the manufacture of the metal and the fabrication of the guns shall be separately considered, and that the work shall be done at different localities, it has regarded the proposition of detailed plans for the buildings as inexpedient, not only because there would be little probability of their final adoption, but also because the time required for the estimates would materially delay the completion of the report. The subject, therefore, will be treated in a general manner. The following are the most important points developed by experience in Europe:

1st. Substantial foundations.

2d. Strong but economical superstructures, secure against destruction by fire.

3d. Carefully considered lighting arrangements.

4th. Dimensions suited to the most convenient use of the tools, but which avoid waste space under cover.

Two distinct arrangements are in use abroad. In one, best illustrated by the new shops of Sir Joseph Whitworth, at Manchester (intended for general work), all the operations are performed under a single roof, a plan which has the merit of bringing all the workmen under the eye of the superintendent. The building has ten bays, each 50 feet wide, and at present 575 feet long, but it is proposed to extend this length 200 feet. Six bays are devoted to the foundry proper where the steel is manufactured and forged, and the remaining four to the tools used in fabricating the finished products. A gallery 25 feet wide extends along one side of the building, forming a second story, where small tools are made. Overhead cranes are provided, where necessary, to run the whole length of a bay, and the larger machines are disposed longitudinally under them. The height of the run-ways of these cranes is 22½ feet above the floor. Each bay is covered by a roof of 50 feet span and 18 feet rise. These roofs unite in valleys 8½ feet above the run-ways, to afford room for the cranes; and light is supplied by continuous windows, which on the south side form the middle third, and on the north side the lower two-thirds of the roofs. The outer walls are brick. The bays are separated by rows of cast-iron columns capped with wrought-iron trusses, on which rest the iron roofs.

These magnificent shops, constructed very recently, after Sir Joseph's long experience in such work, cost per running 50 feet of each bay:

Iron work of supports	$1,250
Roof plating, glazing, glass, lead, &c	2,000
Floors, plates, &c	1,190
Contingencies	560
Total per square 50 feet, about	5,000

Estimated upon this basis, given by one of the engineers, the total cost must have been at least $600,000.

In the other general arrangement of shops which prevailed at most of the establishments visited, different buildings are provided for different classes of work, with ample space between them for railway tracks, storage of metal, &c. Experience seems to have suggested the importance of the following points:

The run-ways of the large cranes should be supported quite independently of the buildings. As their spans vary from 40 to 64 feet, generally about 50 feet, this is an important matter. There is no economy in constructing the walls to bear strains thrown upon them by powerful machinery. The true function of the building is simply to cover the tools against the weather.

The problem of reducing the cost of roof trusses is an important one. For smaller machines, an economical and convenient arrangement was noted at the army establishment at Bourges. The building was about 260 feet long and 150 feet wide. Advantage was taken of the lesser height required for this class of work to dispense with roof trusses entirely. Cast-iron columns, about 17 or 18 feet apart, divided the whole interior into squares and furnished supports for the roof at so many points as to effect this object. The tools were disposed across the shop, and hand cranes overhead and medial railway tracks for cars supplied every facility for convenient handling. For the larger tools, however, the spans are necessarily so great that it seems expedient to increase their width so as to dispose the machines across the bays. This

enables the arrangement to be very compact, and enough is saved in length of shop to compensate for wide trusses. Thus, in the two new shops at Ruelle, which are good models, the spans of the principal roof trusses are about 50 feet and 82 feet respectively, the total width of the buildings being extended by parallel and lower roofs to 98 feet and 130 feet.

Roof-lighting of gun-shops is general throughout Europe. Sometimes, as in Sir Joseph Whitworth's establishment, the ridge-pole is placed centrally between bearings, and one-third of the south and two-thirds of the north surface is glazed. At other places, as at the shop at Bourges just described, the ridge-pole is nearer the north side, and the short and steep side of the roof only is glazed. Another plan is the common device of a ventilator cap over the ridge-pole, with vertical lighting. As a rule all available space at the sides and ends of the buildings are given up to windows. No gun-shops of more than one story were noted.

The Board would recommend the erection of fire-proof structures of a single story, designed solely to cover and protect the tools. Their style of architecture should be neat, but not extravagant; convenience of arrangements and facilities for lighting should receive careful study. It is believed that the cost of such buildings as are required can be safely estimated at $5,000 per square of 50 feet.

GENERAL SUMMARY.

The foregoing presents the chief points of information that have been gained by the investigations of the Board.

As examples of a practical partnership between a Government and a private company in working towards a national object the experiences in England and in Russia are very instructive, and warn against the adoption of such a system. In England, the Government, in addition to paying, during several years, very high prices for articles delivered, was forced to pay £65,000 to close an agreement; while the company, besides the profits on manufacture, came into possession of a complete working plant at a mere nominal valuation.

In Russia the Government finds itself involved with a stock company, paying excessive prices for what it receives, and discovers no way of relief except by buying up shares and operating the establishment as a Government foundry.

As an example of depending almost entirely on private works Germany is a perfect instance. The works of Mr. Krupp are practically the sole source of supply of the German artillery. In such a case the Government must be the slave of the corporation, and subject to its whims, caprices, and conveniences. It needs no argument to show the dependent condition of the Government under such a rule; it might prove a source of the greatest embarrassment. The Board is well informed that some ten or eleven years ago the artillery officers were very restive under this load, and were making strenuous efforts to be relieved from it, but without success. It is hardly to be supposed that time has quieted the feeling of dissatisfaction.

As an example of depending alone on Government works France was a perfect instance before the Franco-German war. During the period referred to the Government foundries were the sole source of supply of the armament of the country; the officers charged with the work formed a close corporation; their action was never exposed to the public; their ideas were

never subjected to criticism; the ingenuity and inventive talent of the country were ignored and resisted, and no precaution was thought necessary to provide a supply in case of need of re-armament. The result is well known; a great crisis came; the Government works were inadequate to meet the additional demands made upon them, and the patriotic efforts of private establishments were inadequate to produce all the material that was needed. How entirely France has now altered her system is shown in a previous part of this report; her present practice is theoretically perfect, and it has proved to be practically efficient. Her Government establishments are still retained, but as gun *factories* simply, in which the parts are machined and assembled, but for *foundry* work she depends upon the private industries of the country, and many of these works have found it to their profit to establish gun factories which supplement the Government factories to a great extent.

The conclusions of the Board on this subject accord with the plain teachings of these historical instances. It accepts the system now pursued in France as the proper standard for imitation, and recommends that in inaugurating the manufacture of war material in our own country a conformity as close as circumstances will admit to the plans which have proved so successful in France should be observed.

Having reached this conclusion, the Board is now prepared to dispose of the propositions into which, as stated on the seventh page of this report, the second interrogatory in the act of Congress was divided. The first proposition was thus presented, viz:

> That the Government should supplement the plants of some of the steel workers of the country with such additional tools and implements as would enable them to turn out finished steel cannon.

The adoption of this proposition would involve the Government in the embarrassments which now exist in Russia, and which we have seen were so costly to the English Government in its partnership with the Elswick Ordnance Company.

The Board does not approve of such joint action.

The second proposition was thus presented, viz:

> That the Government should give contracts of sufficient magnitude to enable the steel workers of the country to supply the finished guns without its direct aid.

This proposition, if adopted without any qualification, would make the Government dependent entirely upon the private industries of the country, which might combine to the detriment of the public service. The Government would have no guard against extortion and would be powerless against a combination. An actual instance of such a combination is cited in a previous portion of this report as having taken place in France, but the independent position of the Government made the effort futile.

The Board does not approve of this proposition taken by itself.

The third proposition was thus presented, viz:

> That the Government should establish on its own territory a plant for the fabrication of cannon, and should contract with private parties to such amounts as would enable them to supply from the private industries of the country the forged and tempered material.

This proposition is approved by the Board and is regarded as the foundation upon which our system of manufacture should be built up. If this be done, and the Government made secure by the possession of works of its own, there is every reason to adopt in addition the idea embodied in the second proposition in order to *supplement* the Government establishments.

A state, with any pretensions to military power, should provide itself with factory facilities on a sufficient scale to perform the work of establishing standards, making experimental guns and fabricating cannon on a moderate scale; but it is not considered judicious to concentrate in the Government establishments all the work of fabrication or to include within their operations the preparation of such material as can be provided by the private industries of the country. In the case under consideration the purchase of the steel required for cannon will stimulate our own manufacturers and interest them in the operations of the Government.

The Board is thus led to the conclusion that it is not advisable to embark in the establishment of a gun *foundry*, properly so called, but that it is more judicious to establish gun *factories*, and to purchase the material from our manufacturers.

At present the steel manufacturers of our country are not prepared to produce the material required for the larger calibers, and the important question arises, what means shall be adopted to induce them to study the subject and embark in the manufacture on a large scale. They cannot be expected to do this at a sacrifice of their own interests. This object can only be achieved by holding out a fair prospect of ultimate remuneration for the expenditures necessary to undertake the work, and this can only be done by the action of Congress.

If, then, Congress, shall conclude to arm the country it will be necessary that a sum of money shall be fixed as a permanent yearly appropriation to be expended for this purpose, the amount to be assigned proportionally between the War and Navy Departments. With such a guarantee against loss the Board is satisfied that the required material for cannon will be forthcoming from our own steel works.

It would not be necessary for the Government to be associated with a large number of firms for the supply of its material, for it is probable that the private establishments that would take up the subject would only be those with large available funds which they would be willing to put into a special plant, and for remuneration on which they would be willing to wait a reasonable time. The permanent appropriation would give them surety of ultimate profit, the only condition being success in providing the material that would be indicated in their contracts. From personal intercourse with some of the leading manufacturers the Board is led to believe that the plan will have the effect of guiding the private industries of the country to the aid of the Government in developing this work of national importance.*

It may be added that although the manufacture of armor plates for ships and fortifications was not referred to this Board for investigation, the erection of plant for providing modern cannon would go far towards reducing the outlay requisite to enable our great steel manufacturers to meet another pressing want of the Government.

The chief expense to be considered by private parties is that of the *forge*, but by the substitution of the hydraulic press for the hammer economy will be consulted and better results obtained. The Board is unanimous in approving the use of the press for all forging purposes; and recommends it to all who may embark in the manufacture of gun metal for the Government.

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* This conclusion is fully sustained by letters, Appendices H, J, and by a communication received from the Cambria Iron Company on February 8, 1884, after the completion of this report. It is marked Appendix N.

In conclusion the Board submits its replies to the three interrogatories contained in the act of Congress:

(1.) Which of the navy-yards or arsenals owned by the Government has the best location, and is best adapted for the establishment of a Government foundry?

The Board does not recommend the establishment of a Government foundry, properly so called, which shall provide for the manufacture of steel and the fabrication of cannon. It considers that every inducement should be offered to attract the private industries of the country to the aid of the Government in providing ordnance for the Army and Navy, and that the steel manufacturers should be called upon to provide the material.

The Board recommends the establishment of two gun factories under the control of the Government and selects the—

Watervliet Arsenal, West Troy, N. Y., as the site for the Army, and the *Washington navy-yard, District of Columbia, as the site for the Navy.*

The Board is unanimous in recommending that the Army and the Navy should be provided with separate establishments. This has always been the custom in France, producing good results; the reverse has been the practice in England, producing bad results. Dissatisfaction from this cause has existed for many years in the English Navy, and the Admiralty has recently brought about a revolution in the system so far as the supply of gun-carriages is concerned, by obtaining from Parliament a separate and distinct appropriation with which it is providing the English Navy with the Vavasseur gun-carriage in opposition to the will of Woolwich.

In the administration of the War and Navy Departments of the United States, each service has charge and direction of its own distinct system of artillery; hence if but one gun factory be provided, its control must be placed in the hands of a mixed commission. This must lead to conflict of authority and to embarrassments of all kinds, in which the heads of Departments must necessarily become involved. A close scrutiny of the practical difficulties that would arise in conducting the affairs of a gun factory in such mixed interests develops obstacles that would be insuperable even with the most harmonious intent.

In the selection of the sites mentioned, it is not intended to convey the idea that they are regarded as in every way adapted for the purpose, but, as the scope for choice is limited, they are considered the most advantageous. The Board does not recommend the purchase of new sites, as this would open so wide a field for selection as to embarrass the question by arousing local interests throughout the country.

(2.) What other method if any (apart from the establishment of a Government foundry), should be adopted for the manufacture of heavy ordnance adapted to modern warfare, for the use of the Army and Navy of the United States?

With Government gun *factories* established for both the Army and the Navy, there will be still needed the hearty co-operation of the private industries of the country. This cannot be aroused unless there is held out to them a fair prospect of remuneration. The Board does not approve of a partnership in business between the Government and private firms. *All history warns against such a course.* But it does believe that joint, and at the same time independent, action between them can be made to work harmoniously towards the common national purpose. This can only be done by a permanent and liberal appropriation by Congress for the specific purpose of providing the country with modern artillery;

which appropriation shall be a guarantee against loss to the companies who elect to undertake the work.

This is entirely consistent with the action of Congress in providing for the supply of arms to the militia. The act authorizing this practice was passed in 1808, and since that time the yearly disbursement has been made from the Treasury without interruption. A similar act providing for the supply of heavy ordnance for the regular services will be but a farther development of the same idea.

(3.) The cost of all buildings, tools, and implements, necessary to be used in the manufacture thereof, including the cost of a steam hammer or apparatus of sufficient size for the manufacture of the heaviest guns?

In reply to this question the Board presents an abstract of the information already given, arranged in a convenient form for reference.

Approximate cost of plant for producing the tempered parts of guns up to 100 tons, ready for delivery at gun factory:

Casting	$250,000
Forging (hydraulic press)	150,000
Rough boring and turning	210,000
Tempering	50,000
Total	660,000
Additional cost if liquid compression be adopted	175,000

Approximate cost of plant for gun factories:

Guns up to 6-inch caliber	50,000
Guns from 6-inch to 12-inch caliber	150,000
Guns from 12-inch to 16-inch caliber	350,000
Buildings and shrinking pit	350,000
Total	900,000

Three years will be required to complete the tools, construct the shops and establish the plant. Such a factory will be able to turn out per year fifty 6-inch, seventeen 12-inch, and twelve 16-inch guns, or a proportionally larger number of smaller calibers, at a yearly expense of about $2,000,000. The figures cannot be pronounced exact, but the Board is confident that they closely approximate accuracy. The calculations are based upon estimates obtained abroad, and do not include ocean freight and customs dues.

Though the act of Congress replied to in the above report is one of inquiry, the Board desires to emphasize the necessity of a proper encouragement to the private steel manufacturers, which shall insure the supply of gun material without loss to the Government or private companies; and is of opinion if Congress shall be pleased to appropriate an adequate sum for providing modern artillery for the Army and Navy, to be held in the Treasury to be expended under the authority of the President, that (with such a prospect of remuneration) there are steel manufacturers in the United States who will undertake the production of gun-metal on a large scale, on the sole condition that their steel shall meet the required tests. Unless such action be taken, the Government will be compelled to purchase its gun-metal abroad, for it will be unreasonable to expect private parties to invest over half a million dollars in plant without a definite prospect for its employment.

The facts that the United States is destitute of the means of fabricating the modern guns so urgently needed for national defense, and that at least three years will be required to complete the tools, construct

the shops and establish the plant, would seem to demand an immediate appropriation of the amount ($1,800,000) estimated for the establishment of the proposed gun factories.

E. SIMPSON,
Rear-Admiral, United States Navy, President of the Board.
E. O. MATTHEWS,
Captain, United States Navy.
T. G. BAYLOR,
Colonel of Ordnance, United States Army.
HENRY L. ABBOT,
Lieutenant-Colonel of Engineers,
Brevet Brigadier-General, United States Army.
SAM'L S. ELDER,
Major, Second Artillery, United States Army.
W. H. JAQUES,
Lieutenant, United States Navy,
Member and Secretary of the Board.

APPENDICES.

APPENDICES.

APPENDIX A.

[Copy of circular letter to steel manufacturers.]

COMMANDANT'S OFFICE, NAVY-YARD, LEAGUE ISLAND,
Philadelphia, May 1, 1883.

GENTLEMEN: I forward herewith a copy of a precept issued by the President of the United States, under the provisions of an act of Congress, appointing a Board charged with the duties mentioned in the order. Besides the consideration of the establishment of a Government foundry pure and simple, and the determination of the suitability for this purpose of any site now the property of the Government, the Board desires to be informed as to the disposition of the steel manufacturers in the country to assist the object to be obtained, namely, to enable the Government to produce at home from its own material and manufacture the heaviest ordnance required for modern warfare.

The Board is informed of the propositions made to the steel manufacturers by the Chiefs of Ordnance under dates of February and April, 1883, in which certain requirements are presented, but in the calls thus made the size of the castings does not exceed what would be suitable for the tubes of 8-inch guns.

In considering the subject as now presented by the Board your attention is asked to the fact that its interrogatories are intended to include the manufacture of steel guns up to 100 tons' weight. It is further desired that you will carefully consider the methods of manufacturing gun steel now employed in England, France, Germany, and Russia, with a view to the selection of any of the methods for its manufacture.

The Board requests that you will consider the following problem, namely: Given your present plant, what aid would you require from the Government in order so to enlarge it as to be able to manufacture the heaviest ordnance, the work to include the entire process of manufacture from the casting of the ingots to the finishing of the gun. The Board would require an itemized statement of buildings, tools, hammers, or apparatus, with estimates of cost.

Whether you conclude to consider this proposition or not, the Board requests a reply to its communication, and will be glad to answer any question you may be pleased to present.

Respectfully,

E. SIMPSON,
Commodore, United States Navy, President of the Board.

APPENDIX B.

[Circular letter to South Boston Iron Company and to Paulding, Kemble & Co.]

COMMANDANT'S OFFICE, NAVY-YARD, LEAGUE ISLAND,
Philadelphia, May 1, 1883.

GENTLEMEN: Referring to your communications of December 15, 1882, and January, 1882, to the honorable the Secretary of the Navy, and the Chief of Ordnance, War Department, in relation to the establishment of a plant capable of manufacturing the heaviest ordnance required for modern warfare, the Board asks your attention to the inclosed copy of a precept issued by the President of the United States in accordance with an act of Congress.

Your consideration is also requested of the inclosed copy of a communication addressed by the Board, constituted by the above-mentioned act, to the steel manufacturers of the United States.

The act of Congress under which the present Board is organized is in the direction pointed out by your communications above referred to, and the Board will be glad if you will revise your proposition and so modify it as to reply to the interrogatory submitted as a problem in the inclosed letter to the steel manufacturers, as follows: "Given your present plant, what aid would you require from the Government in order so to enlarge it as to be able to manufacture the heaviest ordnance, the work to include the entire process of manufacture from the casting of the ingots to the finishing of the gun."

Respectfully,

E. SIMPSON,
Commodore, United States Navy, President of the Board.

APPENDIX C.

6 OLIVER STREET,
Boston, May 8, 1883.

SIR: We have the honor to acknowledge the receipt of your circular letter dated the 1st instant, addressed to us, and also one of similar tenor addressed to the Norway Iron Works.

In reply to the same we regret to be obliged to say that, owing to contemplated changes at our works, we cannot at present hold out any prospect of being able to furnish the Government with steel guns such as are mentioned in your letter. Should we at a later date be in a position to supply them, we shall then be happy to take up the matter and furnish the board with estimates.

We are, sir, very respectfully yours,

NAYLOR & CO.

Commodore E. SIMPSON, U. S. N.,
President of the Foundry Board, Navy-Yard, League Island, Philadelphia, Pa.

APPENDIX D.

WEST POINT FOUNDRY,
Cold Spring, May 10, 1883.

SIR: We beg leave to acknowledge the receipt of your communication of May 1. The problem proposed to us is a difficult one, and we would inquire how much time you can allow us to look into the matter.

We would also ask you if you are correct in assuming that guns will be required from 6-inch to about 16-inch caliber, and if you can give some idea of the number of each kind which such an ordnance establishment should produce in the course of a year to meet the wants of the Government.

Very respectfully, your obedient servants,

PAULDING, KEMBLE & CO.

Commodore E. SIMPSON, U. S. N.,
President of Board, Navy-Yard, League Island.

APPENDIX E.

PARK, BROTHER & CO.,
Pittsburgh, Pa., May 10, 1883.

DEAR SIR: We are in receipt of your esteemed favor of 1st instant, and carefully note contents. We will take the matter into consideration, and write you further on the subject in a few days.

Yours, truly,

PARK, BROTHER & CO.

E. SIMPSON, Esq.,
Commodore, United States Navy, President of Foundry Board, Washington, D. C.

APPENDIX F.

OFFICE OF THE SOUTH BOSTON IRON WORKS,
70 *Water Street, Boston, May* 12, 1883.

SIR: I have the honor to acknowledge receipt of your communication of 1st instant with inclosures named. I have given much consideration to the subject concerning which you make inquiry, and realize its great importance. I propose to thoroughly study the question and obtain expert assistance in making such investigation, and in preparing such estimates and plans in detail as will enable me to present to your Board the design of a practical plant for the manufacture of heavy ordnance adapted to modern warfare, including a steam hammer or apparatus of sufficient size for the manufacture of the heaviest guns.

It will be three or four months before I shall have completed this work, as I contemplate a visit to the important establishments in Europe for consultation and observation.

Meanwhile, remain very respectfully, your obedient servant,

WM. P. HUNT,
President South Boston Iron Works

Commodore E. SIMPSON, U. S. N.,
President, &c., Commanding League Island Navy-Yard, Philadelphia.

APPENDIX G.

PITTSBURGH, PA., *May* 22, 1883.

DEAR SIR: Your favor under date of May 1 is at hand. Replying thereto we beg to say that we fear the expense of altering and adding large additional machinery to our present plant, which is new and improved, would be more than the Board would entertain. Our location in this market we claim is as good, if not better, than that of others for the shipping and hauling of heavy shapes, either by the Ohio River or by rail, and if the extra machinery was added to our plant, the ordnance required could be produced as cheaply and as effectively as at any other point in the country.

We would not entertain a proposition that would leave us high and dry when the present honorable commission retired, but must be guaranteed or subsidized for at least ten or fifteen years. This would insure safety to ourselves for changing, or allowing to be changed, our present plant, which is already adapted to turning out in the neighborhood of 12,000 tons of steel per annum, and would, we feel, be more satisfactory to the Government.

If the honorable Board would outline for us the size of plant governed by the number of guns, tonnage, &c., required, and about the sum the Government would limit itself to invest, we could more accurately inform ourselves what would be necessary.

We are, sir, yours respectfully,

PITTSBURGH STEEL WORKS,
ANDERSON, DU PUY & CO.

Hon. E. SIMPSON, Esq.,
Commodore, United States Navy,
President Board of Ordnance, Philadelphia, Pa.

APPENDIX H.

THE MIDVALE STEEL COMPANY,
Nicetown, Philadelphia, May 26, 1883.

DEAR SIR: Your circular letter of May 1, calling the attention of this company to the existence of the Board of which you are president, and to the object for which it has been created, came duly to hand and would have received a more prompt acknowledgment had we not been prevented from presenting the matter to the attention of our president, Mr. Wm. Sellers.

This company has given the subject of the manufacture of steel for ordnance considerable attention, and has had some success in the production of pieces of a moderate size—such, for instance, as are required for 6-inch breech-loading guns.

Our capacities are at present very limited for this sort of work, heavier than the above mentioned; but, from our past experience, we feel confident that in case we could be insured a sufficient amount of work to make the undertaking remunerative, we could, with proper appliances, produce successfully large masses of steel for ordnance purposes.

In considering the matter with a view of answering the Board's inquiry as to what additions would have to be made to our present plant in order to enable us to produce the parts of a 100-ton steel gun, we would now ask the Board to kindly furnish to us the approximate dimensions of the largest masses of steel required in the construction of a gun of this weight. We could then consider more intelligently the problem in question.

Awaiting the Board's reply, we remain,

Yours, respectfully,

R. W. DAVENPORT,
Superintendent.

Commodore E. SIMPSON, U. S. N.,
President Foundry Board, Navy-Yard, Philadelphia.

APPENDIX I.

PITTSBURGH, PA., *May* 24, 1883.

DEAR SIR: Referring again to your esteemed favor of 1st instant, would say our Mr. William G. Park will probably be in Philadelphia within a week and will then see you and discuss the subject thoroughly.

Yours, truly,

PARK, BROTHER & CO.

E. SIMPSON, Esq.,
Commodore, United States Navy,
President of Foundry Board, League Island, Philadelphia, Pa.

APPENDIX J.

SPRINGFIELD, ILL., *June* 2, 1883.

DEAR SIR: Your letter of May 1, in regard to the establishment of works for the manufacture of heavy steel guns, was duly received and has been considered. In reply, I have to say that this company has a plant consisting of three "Pernot" open-hearth steel furnaces, so arranged that we can readily cast ingots weighing say 40 gross tons. We could also easily arrange to increase the weight to 50 tons, and by the addition of one or two furnaces to 75 or even as high as 90 tons. I am not very familiar with the nature of the tools and other appliances which would be necessary to finish the different parts of the gun from the ingot; but suppose we have but little, if anything, in our plant that would apply. For this same reason I am not prepared to furnish an estimate of the amount of aid which we would require to enable us to prepare ourselves for the undertaking which you have in view. I can say, however, that we would be glad to co-operate with the Government in establishing a plant of the kind wanted, and that we would fit up our works with everything necessary upon being satisfied that it would receive a fairly remunerative business by so doing. Or we will, if it is preferred, and time can be given, procure estimates of the cost of whatever may be needed, and allow the Government to furnish the same on any fair understanding as to what compensation we shall receive for the use of what we now have. In this latter case we would request that you furnish the specification for an outfit of such a kind as you think will be best adapted to the purpose in view.

We think that this place affords some advantages for the business in contemplation. It is far enough inland to be at all times safe from interference from a foreign foe. Our transportation facilities are ample. We have an abundance of exceedingly cheap fuel and easy access to the best raw materials to be had in Missouri or on Lake Superior.

This company has been operating an iron-rail mill and bar mill very successfully for about twelve years, and is just completing a large mill for rolling steel plates of any thickness, and up to 110 inches wide. It is expected that this mill will be fully equal

to anything of the kind in the country. It is possible that it may be to the advantage of the Government to take some ship plates from this mill at some future time for use at some of the various navy-yards or on the western interior waters. It is also possible that our bar mill may be of use in furnishing some of the lighter parts to be used in the manufacture of steel guns of moderate weight.

Asking the favor of a reply, I am, yours, respectfully,

C. RIDGELY,
President.

Commodore E. SIMPSON, U. S. N.,
President Foundry Board, League Island, Philadelphia.

APPENDIX K.

SOUTH BOSTON IRON WORKS,
Boston, January 16, 1884.

SIR: Referring to your communication of May 1, 1883, inviting me to revise my proposition of January, 1882, referred to, and so modify it as to state what aid I should require of the Government to enable me to so enlarge our present plant as to be suitable for the manufacture of the heaviest ordnance required for modern warfare from the crude material, I now beg to say I have considered the problem carefully, and conclude that the subject is so important and comprehensive—so much depending upon information obtainable only in Europe, and of which I have obtained very little, compared with that in possession of your Board—I had better confine my estimates in reply to that portion of the proposed plant of which I have some practical knowledge, and so have considered the cost of such additional machinery and tools as would, with our present plant, enable us to machine-finish, from the steel-forgings or compressed ingots, modern steel guns at rates as follows:

Six guns of 16-inch caliber per year.
Twenty guns of 12-inch caliber per year.
Twenty guns of 10-inch caliber per year.
Thirty guns of 8-inch caliber per year.
Forty guns of 6-inch caliber per year.

I estimate the amount required to bring our plant up to this capacity would be $800,000, and require two years' time.

We desire to make this enlargement as soon as practicable, and ask the Government to advance the necessary money, under proper guards and restrictions, to be reimbursed to the Treasury when a reserve of 5 per cent. of all the income from said machinery and tools shall amount to a sum sufficient. With a reasonable volume of business the Government would be repaid in full within ten years.

Should your Board recommend this method to be adopted for the manufacture of heavy ordnance, but wish to provide for a complete establishment capable of producing the steel from the casting of the ingots, as well as the machine finishing of guns, I beg to refer you to my letter of January, 1882, referred to, and say I am ready to undertake the construction of the complete establishment upon the same terms as proposed for the machine department. In that event, I should expect to unite our works with that of the West Point Foundry Association, and move to such locality as would be approved by the Government authorities.

Very respectfully, your obedient servants.

SOUTH BOSTON IRON WORKS,
By WM. P. HUNT *President.*

Commodore E. SIMPSON, U. S. N.,
President Gun Foundry Board, Philadelphia.

APPENDIX L.

WEST POINT FOUNDRY,
Cold Spring, January 18, 1884.

SIR: Referring to your communications of May 1, 1883, respecting a plant to manufacture ordnance, we beg leave to make the following reply, which, in consequence of the questions asked us not being sufficiently definite, is necessarily approximate in its character.

Our establishment in its present state is capable of finishing a limited number of steel breech-loading guns, but is inadequate to the wants of the Government. We would leave it as it is, using it to the extent of its capacity for ordnance, and making projectiles, gun carriages, &c. (for which it is well adapted), if required. We would then propose to build an entirely new plant, independent of the old one on our property, capable of turning out about 120 guns per year, ranging from 100 tons to 6-inch caliber or less, the necessary steel forgings to be furnished to us. We estimate the cost of such a plant, including buildings, engine and boilers, lathes, cranes, and other machinery, about $800,000.

As it would be impossible for us to procure the means to put up such a plant, the only plan which seems feasible to us is for the Government to advance the necessary amount under such conditions as may be deemed proper, and with a proviso for its ultimate repayment when 5 per cent. of the amount of ordnance business done on said plant shall be equal to the sum advanced, the United States to remain proprietors of the plant until it is paid for as proposed.

With regard to the making of steel forgings, we understand that your Board has obtained in Europe the necessary information, and have more knowledge of the subject than we have been able to procure. We have, therefore, only to say that we should be willing to get up a plant on the terms proposed for the construction plant should it be considered advisable by the United States to locate it on our property or to combine it in the same establishment as that in which the ordnance is finished.

We estimate that it would require about two years to create the construction plant, but we are not prepared to state how long it would take to put up the plant for making the steel forgings.

Very respectfully, your obedient servants,

WEST POINT FOUNDRY ASSOCIATION,
G. PAULDING, *President.*

Commodore E. SIMPSON, U. S. N.,
Chairman of Gun Foundry Board, Philadelphia.

APPENDIX M.

OFFICE OF CAMBRIA IRON COMPANY,
Philadelphia, January 31, 1884.

DEAR SIR: Will you kindly advise us when it would be convenient for a representative of our company to appear before your Board in regard to securing such information as you can furnish us and making answer to your circular letter of May 1, 1883.

Awaiting your reply, we are yours, truly,

POWELL STACKHOUSE,
Vice-President.

Commodore EDWARD SIMPSON,
President Foundry Board, 1727 *Pine street, Philadelphia, Pa.*

APPENDIX N.

OFFICE OF CAMBRIA IRON COMPANY,
Philadelphia, February 7, 1884.

DEAR SIR: Having received the impression that the Gun Foundry Board would, after its investigation in Europe, be prepared to give us some information that would assist in a reply to its circular letter of May 1, 1883, we have delayed submitting any proposition that would indicate our "disposition to assist the object to be obtained," or an estimate of the manner and amount of "aid" required "from the Government."

We are now informed by the Board that such information cannot, without injustice to other private interests, be given before the publication of its report. We, therefore, have the honor to submit the following, suggested by our long and valuable experience in the manufacture of steel, and our investigations upon the subject-matter of the Gun Foundry Board's letter of May 1, 1883.

As requested in that letter, we have (as far as time would permit, and as carefully as possible without making a special visit to Europe) considered "the methods of manufacturing gun steel now employed in England, France, Germany, and Russia, with a view to the selection of any of these methods for its manufacture." This careful consideration indorses the statement we have already made in person to your Board, that steel made by the open-hearth process is the most uniform; and that we believe we have the largest casting plant on this system in the United States, conducted by men of great experience. We further are of the opinion that our casting plant will meet the *present* requirements of the Government for gun metal, and if a sufficiently large contract or other guarantee against loss were given, we could rapidly develop it to meet increasing demands.

Like all other steel manufactories in the United States, we have no apparatus capable of forging the large ingots required for modern guns. Before embarking in a forging plant that must require an expenditure of from a quarter to a half million of dollars, we would await the opinion of the Board or the action of the Government in regard to the adoption of a hammer or a hydraulic press. We have been led to this conclusion by the great attention which is now given this question in England and the use of a hydraulic casting press in Russia; also, by the fact that a large number of shafts for English naval ships and a large quantity of steel furnished the Royal Arsenal and the works of Armstrong, Mitchell & Co. have been manufactured by Sir Joseph Whitworth, who casts and forges the steel for these purposes by haudraulic presses.

As the forging press is said to be cheaper and its effect equal to or better than the hammer, we would naturally adopt that method of forging, unless the Government in its contracts should require the metal forged with the hammer.

Our company has received invitations from the Ordnance Departments of both Army and Navy to furnish gun material, the castings for which are well within our capacity to make; but wanting a suitable apparatus to properly forge such castings, and in the absence of a sufficiently large contract to pay even the cost of small apparatus, and the risks attendant upon the development of a new branch of our industry, we did not deem it wise to undertake a small contract.

In regard to the problem you submitted, "Given your present plant, what aid would you require from the Government in order so to enlarge it as to be able to manufacture the heaviest ordnance, the work to include the entire process of manufacture from the casting of the ingots to the finishing of the gun," we have to state we have learned that England and France, two of the countries mentioned in your letter, separate the manufacture of the steel from the construction of the guns. As they have had long and valuable experience upon this subject it would seem that they have adopted this plan because it was the best.

In view of this fact we submit an approximate estimate of the amount to be expended to put our plant in a condition to supply the required steel for gun construction.

For the sum of $695,000 we could add to our present plant forging apparatus, tools to rough bore and turn, and appliances for tempering the material of such weight and sizes as we suppose the Government will demand. Of the above-named sum, $143,000 we estimate as duty at 45 per cent. ad valorem on tools it will be necessary to import from foreign makers experienced in their construction.

We desire to call the attention of the Board to the following statement of business facts and considerations, that it may judge of the capacity, both financially and technically, of the Cambria Iron Company to undertake the work required of a national foundry.

The works of the company are located at a sufficient distance from the seaboard to render them absolutely secure from attack by a foreign enemy, while at the same

time they do not occupy an isolated position so that communication between them and the exposed portions of the country would be either impossible or difficult for our own people. The works are situated directly on the main line of the Pennsylvania Railroad, which affords quick and safe communication between the East and the West, and also brings them within 80 miles of steamboat communication on the Ohio River at Pittsburgh. In addition to these transportation facilities, the works are also in direct rail communication with the Southern seaboard and the South itself by way of the Somerset and Johnstown Railroad, which is a thoroughly-built and well-equipped branch of the Baltimore and Ohio Railroad, which has eastern termini at Baltimore and Washington and Southern connections at these and other points; also a third trunk line between the seaboard and West, now under construction, passing a few miles south of Johnstown, and with which there will be direct connection. It may also be added that by way of the Pennsylvania Railroad and its connections at Harrisburg with the Northern Central Railway the works have an additional outlet to Baltimore, Washington, and the South.

The situation of the works of the Cambria Iron Company at Johnstown is one of great healthfulness, and it is comparatively sheltered from the extremes of both heat and cold, and is wholly free from all malarious influences, so that workmen can prosecute their various employments in all seasons without danger of interruption from intense heat or cold, or from the prevalence of epidemics. The healthfulness of the situation of the works, the constant employment which has been given to its workmen for twenty-nine years, the cheapness of the necessaries of life, and the facilities which have been afforded by the company for the acquisition of homes by heads of families, have greatly contributed to the building up at Johnstown and in its immediate and dependent suburbs of a steady, sober, intelligent, and moral class of skilled mechanics—a fact upon which we desire to place great stress, as an industrial community that is fixed and permanent and attached by home ties and associations to its place of employment is far less likely to engage in contentions and strikes at critical periods than one that is composed of floating and uncertain elements.

The works have been in existence and in operation for more than thirty years, and in this time an army of skilled workmen has been gathered together that for efficiency, fidelity, and variety of scientific and mechanical attainments is believed to be unsurpassed, if equaled, in our whole country.

The works of the Cambria Iron Company are not merely of a reproductive or finishing character, but they embrace every branch of a complete establishment devoted to the manufacture of iron and steel. The company owns its own coal mines, including extensive mines in the Connellsville coke region and other mines adjacent to the works at Johnstown; it owns its own iron-ore mines, some of which are adjacent to the works, while others are situated in the Lake Superior region and elsewhere; it produces its own pig-iron in furnaces that possess all the modern improvements; it has a large Bessemer steel plant, a large open-hearth steel plant, iron and steel rail and other rolling-mills, puddling and heating furnaces, wire mills, and facilities for the production of miscellaneous steel products.

The works have a capacity for the production of 300,000 tons of pig-iron and over 200,000 tons of steel per annum.

The company employs at the present time 9,000 workmen. It has its own mining and mechanical engineers, its own draughtsmen, and its own chemists.

These details are mentioned to show the varied experiences of the employés and officers of the company; its perfect control over the raw materials it uses, and consequently over the character of its products, and the facilities generally for the prompt addition to its works for the contemplated national foundry, and the equally prompt and faithful execution of such orders as would be required of it.

It only requires to be added that the financial ability of the Cambria Iron Company to comply with all its engagements cannot be questioned. * * * It owns absolutely all of its property, without intervening creditors, as it has no bonded nor floating debt; all its employés are regularly paid every month; it can always manufacture all the articles it now produces as cheaply as any of its competitors, and hence is in no danger of ever abandoning business as a manufacturer of iron and steel. If financial ability to execute a contract is desirable, then the Cambria Iron Company may truthfully be said to possess that requirement in an eminent degree; and if a reputation for energy, enterprise, conscientiousness, and complete success in the production of iron and steel of the best quality counts for anything, the Cambria Iron Company, it may also be truthfully said, possesses this reputation and has possessed it for many years.

In conclusion, we desire to inform the Gun Foundry Board that the Cambria Iron Company may be induced to undertake at once the development of its steel plant to meet the requirements for gun material if the United States Government will make a sufficiently large contract or give other positive guarantees which shall insure the Cambria Company adequate employment or sufficient profit to reimburse this large expenditure, the company on its part undertaking to meet the required tests.

If the Government desires to enter into any joint action by furnishing the means for the development of a plant, with a reserve for reimbursement, the foregoing statements indicate our ability to undertake such action under the most favorable conditions for the faithful execution of the work.

All of which is respectfully submitted.

CAMBRIA IRON COMPANY,
By E. Y. TOWNSEND, *President.*

Commodore E. SIMPSON, U. S. N.,
President of Foundry Board.

APPENDIX O.

BROWN'S HOTEL, DOVER STREET,
London, England, July 30, 1883.

SIR: I am requested by the Board appointed by the President, under the late act of the United States Congress, to examine and report on matters relating to the manufacture of cannon, to address you on the subject of a visit which we desire to make to the works of Mr. Fried. Krupp, at Essen.

From our preliminary conversation of this morning I understand your position to be at the outset as follows: That if the examination of the Board be confined to a study of the works for the purpose of gaining information for our Government, without holding out any prospect of ultimate advantage to the factory through purchase of material, the request for admission will not be granted.

In reply to this I desire to state that though this Board is not authorized in any way to commit the United States Government to any course of action, yet the recommendations that it may make are entirely at its own discretion.

The members of the Board are well aware of the great expense necessary before a gun-foundry establishment can be brought to a state of practical usefulness; they are also aware of the length of time that must elapse before a plant can be established or satisfactory work produced, and if it should be concluded by the United States Congress to supplement the present inquiry by directing that armaments shall be provided at once, it is very probable that the recommendations of this Board would be to purchase abroad.

In such a case, the information that we might gain by a close examination of the manufacture of steel and the fabrication of guns and ammunition at the works of Mr. Krupp might greatly influence the direction of our recommendations.

If this view of the case will satisfy the implied condition of ultimate profit to the establishment, I will be glad to hear from you to that effect, and I request that this communication may be received as an official application for permission to visit the works.

Very respectfully,

E. SIMPSON,
Commodore, United States Navy, President of the Board.

(Care of B. F. Stevens, United States Dispatch Agent, 4 Trafalgar Square, Charing Cross, London.)

ALFRED LONGSDON, Esq.

APPENDIX P.

[Fried. Krupp's Cast-Steel Works, Essen, Rhenish Prussia.]

9 NEW BROAD STREET,
London, July 21, 1883.

SIR: I am duly in receipt of your esteemed favor of the 30th instant, which accurately recapitulates the substance of our conversation yesterday. I have now fully laid the matter before my Essen firm, and trust in a few days to write you fully thereon, and trust that a satisfactory solution of the question may be found; and in mean time, believe me, sir,

Yours, faithfully,

Pr. Pro. FRIED. KRUPP,
ALFRED LONGSDON.

BROWN'S HOTEL, *Dover Street W.*
Commodore E. SIMPSON, U. S. N.,
President of the Gun Foundry Board.

APPENDIX Q.

[Fried. Krupp's Cast-Steel Works, Essen, Rhenish Prussia.]

9 NEW BROAD STREET,
London, August 13, 1883.

SIR: I am now enabled to reply to your valued favor of 30th July, which has had the consideration of my Essen firm, and I beg to submit to you the following:

As it is presumed that your Commission has for its chief purpose the examination of the ordnance question in its characteristic of artillery efficiency, more than as a system of manufacture, which must be secondary, there does not appear to be so much necessity to see the works at Essen, where no data could be taken as to the value of the Krupp system as pieces of artillery. It would be of much higher consequence to you to examine the question of efficiency by a course of practice at the artillery practice-ground at Meppen, where guns of different calibers could be fired for all the essential ballistic properties attaching to them.

It is therefore proposed to place at your disposal the practice-ground at Meppen, and to fire there the different guns on the ground for range, accuracy, and general efficiency, and I shall be very glad if this meets with your acceptance. It is, however, of consequence that this should be decided without loss of time, because we are not allowed to fire after *September* 1 *till October* 15, on account of the harvest in the neighborhood. It will, therefore, be essential that the trials take place *this month*, and if you will kindly give me your decision a programme shall be drawn up for, say, the last days of the month. You may be sure that everything shall be done at Meppen to give you every information upon the superiority of our system of artillery. I shall be glad to have a telegram from you as early as possible, stating your decision, as I am leaving for Essen on Thursday morning.

The works at Essen cannot be seen, as these are closed to all but those who have special business of inspection of war material on order.

I am, sir, yours, obediently,

Pr. Pro. FRIED. KRUPP,
ALFRED LONGSDON.

Commodore EDWARD SIMPSON,
President of the American Artillery Commission.

APPENDIX R.

[Telegram.]

NEWCASTLE-ON-TYNE, ENGLAND,
August 14, 1883.

ALFRED LONGSDON,
9 *New Broad Street, London, E. C.:*

The Board regrets that it will be unable to accept the offer contained in yours of 13th instant. Letter by mail.

Commodore E. SIMPSON,
County Hotel, Newcastle-on-Tyne.

APPENDIX S.

THE COUNTY HOTEL,
Newcastle-on-Tyne, England, August 15, 1883.

SIR: On the part of the United States Gun Foundry Board, I have the honor to acknowledge the receipt of your favor of the 13th instant, in which I am informed that "the works at Essen cannot be seen, as these are closed to all but those who have special business of inspection of war material on order."

As the application of the Board was for permission to visit the works at Essen, your reply is therefore a notification that the request is refused.

The members of the Board appreciate your courtesy in placing at their disposal the practice-ground at Meppen, and your offer to exhibit the firing of guns for range, ac-

curacy, and general efficiency; but notwithstanding the great interest that would be taken in such experiments by the members of the Board, it is considered that the object of their mission would not be furthered thereby. With many thanks, therefore, for your considerate offer to view the efficiency of the Krupp manufacture by means of a course of practice, we regret our inability to accept it.

You will allow me to demur to your conclusion that "your Commission has for its chief purpose the examination of the ordnance question in its characteristics of artillery efficiency." On the contrary, it has for its object more the "system of manufacture," and I refer you to my letter of July 30, in which this view is presented.

Very respectfully,

E. SIMPSON,
Commodore, United States Navy, President of the Board.

FRIED. KRUPP'S CAST-STEEL WORKS, ESSEN, RHENISH PRUSSIA,
9 *New Broad Street, London, E. C.*

APPENDIX T.

[Fried. Krupp's Cast-Steel Works, Essen, Rhenish Prussia.]

9 NEW BROAD STREET,
London, August 16, 1883.

SIR: I beg to acknowledge your esteemed favor of yesterday, which has been forwarded to Mr. Longsdon, who has gone to Essen.

I have the honor to be, sir, your obedient servant,

For FRIED. KRUPP,
WALTER COWAN.

Commodore E. SIMPSON, U. S. N.,
President of the Gun Foundry Board,
The County Hotel, Newcastle-on-Tyne.

APPENDIX U.

ESSEN, RHENISH PRUSSIA,
September 1, 1883.

SIR: Your favor of 15th ultimo has been forwarded to me here, and I very much regret that you have not accepted my desire to be of such service to you as I could, if not in all the objects of your mission to Europe, still to make yourself acquainted by personal observation of the efficiency and general characteristics of my artillery, for I had conceived that at least this would have formed the first necessity, and that the process of the manufacture of a gun would have been second to the conviction as to which is really the most efficient system of artillery.

If you recollect during our conversation in London I endeavored to clearly point out to you that it was hardly to be expected that the process of manufacturing artillery upon my system could be shown to you, a process only arrived at by an immense expenditure of time and money, while on your side no compensation would be guaranteed, and that we should thus be upon unequal terms; and from your favor of 15th ultimo I can now gather that a simple walk through the Essen shops would even not be all that you would require, but that the system of construction should be made clear to you—an amount of information scarcely to be expected.

I was sincerely desirous of giving you every means of examining my gun as a piece of effective ordnance, and I inclose you a programme I had proposed to myself should be followed, and I think you will be assured that I had every desire of being thus far of service to you. The outlay for such a programme would be £500 at least, so that I was fully prepared to sacrifice this in your interest, and if you can visit the practice-ground at Meppen after 15th October, I will do my utmost still to show you all the courtesy and attention I can in this direction.

Should you desire to have a series of reports of trials with my guns of various calibers, showing their capabilities, I shall be happy to have a collection of them made for your disposal.

I am, sir, yours, very truly,

Pr. Pro. FRIED. KRUPP,
ALFRED LONGSDON.

Commodore EDWARD SIMPSON,
U. S. N., President of the Gun Foundry Board, London.

Draft of programme for United States Commission.

Caliber.	Numbers and kind of projectiles.	Pauses for—	Space of time.
			Minutes.
40-centimetre gun	2 common shells		20
		Change of position of frames	15
28-centimetre gun	5 armor-piercing shells		50
	5 common shells		25
		Change of position of frames	15
15¼-centimetre gun	5 common shells		30
		Advance	15
15-centimetre mortar	5 common shells		15
	5 shrapnels		25
		Rest, including advance	120
8.7-centimetre gun	5 shells, 5 shrapnels		40
Light 7.5-centimetre gun	5 shells, 5 shrapnels		30
7.5-centimetre mountain gun	5 shells, 5 shrapnels		30
15.5-centimetre shield gun	10 shells		20
15-centimetre pivot gun	5 shells		20
			470

470 minutes=7 hours 50 minutes.

APPENDIX V.

PARIS, FRANCE. *September* 17, 1883.

SIR: On my return from an extended tour in France, I find your favor of the 1st instant, which I have laid before the Commission, and to which I hasten to reply.

The "draft of a programme for the United States Commission," inclosed in your letter, is of a most elaborate character, and very strongly confirms the statement therein that you were desirous of giving the Commission "every means of examining my [your] gun as a piece of effective ordnance," and it is hardly necessary for me to repeat that such an exhibition would be of the greatest interest personally to the members of the Commission. The estimated outlay for such a programme (£500) impresses us with the extent of the sacrifice you were prepared to make in this regard in the interest of the Commission.

The question of the effectiveness of the Krupp gun as a piece of ordnance, however, is not one which at this day can be disputed. The battle fought at Meppen in 1879, though bloodless, and without an enemy in the field, settled this question most decidedly, and you cannot suppose that the members of this Commission are ignorant of the results that have ensued. It is to be regretted that no representatives from the United States assisted at those experiments; but the results are known throughout the world. To witness a partial repetition of them would be excessively interesting, but it would impart no new information.

You will thus see that a "personal observation of the efficiency and general characteristics of my [your] artillery" was not necessary in order to satisfy us of its power; and as the time at our disposal was limited and our course of investigation indicated, we were forced to suppress personal inclination, and to conclude that time spent as you proposed would not be justified by the especial object of our mission. The courtesy of your proposition was thoroughly recognized, and I trust that our reasons for declining your modification of our request are accepted as a necessity arising out of the circumstances in which we are placed.

After being notified by you that the "works at Essen cannot be seen, as these are closed to all but those who have special business of inspection of war material on order," the Commission established for itself a programme, including a visit to the Aboukhoff Works at Alexandrovsky, which will prevent it from entertaining the idea of visiting the practice-ground at Meppen after the 15th of October, as suggested in your favor of the 1st instant, to which this note is a reply.

In conclusion, I desire to say that this Commission, though organized by act of Congress, and with its members appointed by the President of the United States himself, does not presume to question the perfect right of the authorities of any establishment to exclude it from its premises. Such rights are exercised by governments, and such

action is within the rights of any private corporation, and I deprecate the impression that may be conveyed that the non-attendance of the Commission at Meppen is the result of its exclusion from Essen.

The Commission is organized as a Gun Foundry Board; its essential work concerns itself with the arrangement of shops, the selection and position of tools, machines, &c.—in a word, with "installation." Matters of manufacture of metal, construction of guns, &c., come in as incidental, and bear much on the special object of its mission; but *gun-practice* is a luxury which can only be indulged in when the more essential features of its work do not engage the attention of the Commission.

Very respectfully,

E. SIMPSON,
Commodore, United States Navy, President of the Board.

FRIED. KRUPP, Esq.,
Per Alfred Longsdon, Esq.,
Essen.

RECORD OF PROCEEDINGS.

RECORD

OF THE

CONVENING SESSIONS AND PROCEEDINGS OF THE GUN FOUNDRY BOARD,

April 10, 1883, to February 8, 1884.

GUN FOUNDRY BOARD,
COMMANDANT'S OFFICE, NAVY-YARD, LEAGUE ISLAND,
Philadelphia, Pa., April 10, 1883.

The Board met at 10.45 a. m., in accordance with the precept issued by the President of the United States (File Book, p. 2), instructions received from the honorable Secretary of the Navy (File Book, p. 1), and order of Commodore Edward Simpson, U. S. N., senior member (Letter-Press Book, p. 3), and organized as follows:

Commodore Edward Simpson, United States Navy, member, president of the Board.
Capt. Edmund O. Matthews, United States Navy, member.
Col. Thomas G. Baylor, Ordnance Department, United States Army, member.
Lieut. Col. Henry L. Abbot, Engineer Corps, United States Army, member.
Maj. Samuel S. Elder, Second Artillery, United States Army, member.
Lieut. William H. Jaques, United States Navy, member, secretary of the Board.

All members present.

The precept and instructions were read by the president.

After discussion, the following were accepted as the principal requisites of location and adaptability of site:

Defensibility.
Possibility of expansion.
Convenience of proving and testing.
Proximity of iron.
Proximity of coal.
Proximity of skilled labor.
Proximity of water communication.
Character of foundation.
Salubrity of climate.

It was also decided to prepare letters to the Secretaries of War and the Navy asking for any information in their possession relating to the description, capacity, and cost of the equipment of European arsenals and foundries capable of casting and manufacturing the largest guns. Also, for plans of the various navy-yards and arsenals, said plans to cover the accepted requisites of location and adaptability.

It was further decided to prepare a circular letter to the steel manufacturers and gun factors asking what Government assistance would be necessary to enable them to undertake the casting and manufacture of the largest guns, inclosing copies of Army Ordnance Circular Letter and Army General Order No. 20. To be included in this is the estimate of a steam hammer for or other means of the manufacture of 80 and 100 ton guns.

After further discussion of plan of action, the Board, at 2 p. m., adjourned subject to call of president.

GUN FOUNDRY BOARD,
COMMANDANT'S OFFICE, NAVY-YARD, LEAGUE ISLAND,
Philadelphia, Pa., May 18, 1883.

Board met at 10.45 a. m., in pursuance of the order of its president of May 9, 1883.

All members present.

The record of the last meeting was read and approved.

The Board then proceeded to read and file communications. (File Book A, Nos. 12, 13, 15, 16, 18, 19, 20, 27, 28, 30, 31, 36, 37, 38.)

Read, considered, and placed on file the following correspondence: From Mr. Thomas S. Kennedy, of Louisville, Ky., offering his homestead as a site for the proposed foundry (File Book 6, 7, 8, 9, 33); from Senator Mahone, of Petersburg, Va. (File Book 24); and from Mr. George F. Tyler, president of the Norfolk and Western Railroad Company (File Book 29); and from Morgan, Williams & Co. (File Book 11).

The Board then proceeded with the discussion of the navy-yards and arsenals to be visited, and, after consideration of their location and adaptability, concluded for the present not to visit the following, viz: Beaufort naval station, S. C.; Key West naval station, Fla.; Mare Island navy-yard, Cal.; Pensacola navy-yard, Fla.; Augusta Arsenal, Ga.; Benicia Arsenal, Cal.; Fort Monroe Arsenal, Old Point Comfort, Va.; Indianapolis Arsenal, Ind.; Kennebec Arsenal, Augusta, Me.; New York Arsenal, Governor's Island, New York Harbor, and San Antonio Arsenal, Texas, leaving the following to be visited, viz: Boston navy-yard, Mass.; League Island navy-yard, Philadelphia, Pa.; New London naval station, Conn.; New York navy-yard, N. Y.; Norfolk navy-yard, Va.; Portsmouth navy-yard, N. H.; Washington navy-yard, D. C.; Allegheny Arsenal, Pittsburgh, Pa.; Frankfort Arsenal, Philadelphia, Pa.; Springfield Armory, Mass.; Rock Island Arsenal, Ill.; Watertown Arsenal, Mass.; and Watervliet Arsenal, West Troy, N. Y.

On motion, it was voted that the president of the Board be requested to communicate with the Secretaries of War and the Navy upon the subject of the advisability of visiting gun foundries in Europe, which, in its opinion, is necessary to gain the desired information.

After discussion of the course to be pursued in making the designated visits, the Board inspected the navy-yard, League Island, Philadelphia, and adjourned at 2.30 p. m. to meet in Norfolk, Va., on Tuesday, the 29th instant, to examine the Norfolk navy-yard.

GUN FOUNDRY BOARD,
Norfolk, Va., May 29, 1883.

Board met at 10.30 a. m., pursuant to adjournment. All members present.

Visited and examined the Norfolk navy-yard for the purpose of determining the advantages of this location for a Government foundry. After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this yard until further informed of the characteristics of other points to be visited in accordance with the President's order.

Read and filed communications, Pennsylvania Railroad (File Book 40), Anderson Du Puy & Co. (File Book 39), Park, Bro. & Co. (File Book 42).

At 2 p. m. adjourned to meet in Washington, D. C., Wednesday, the 30th instant.

GUN FOUNDRY BOARD,
Washington, D. C., May 30, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.

Visited and examined the Washington navy-yard for the purpose of determining the advantages of this location for a Government foundry.

After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this yard until further informed of the characteristics of other points to be visited in accordance with the President's order. The Board also inspected the ordnance work in progress at this yard.

At 3 p. m. adjourned to meet in Pittsburgh, Pa., Thursday, the 31st instant, at 10 a. m.

GUN FOUNDRY BOARD,
Pittsburgh, Pa., May 31, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.

Visited and examined the Allegheny Arsenal, Pittsburgh, Pa., for the purpose of determining the advantages of this location for a Government foundry.

After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this arsenal until further informed of the characteristics of other points to be visited in accordance with the President's order.

The Board also visited the Black Diamond Steel Works of Messrs. Park Brothers, and examined the operation of the seventeen-ton hammer, one of the largest in the United States. An investigation of the manufacture of steel at this establishment showed the metal was entirely produced by the Siemens process, applied not only to the open-hearth method, but also to the furnaces in which the crucible steel is made.

At 5 p. m. adjourned to meet in Johnstown, Pa., Friday, June 1, at 11 a. m.

GUN FOUNDRY BOARD,
Johnstown, Pa., June 1, 1883.

Board met at 11 a. m., pursuant to adjournment. All members present.

Visited the Cambria Iron Works, and witnessed the operation of the production of steel by the Siemens open-hearth rotary furnace, of which there were two in operation, and another in process of constructioon, of a capacity of about 20 tons each. The Board also inspected the blast furnaces, steel-rail mills, and other works of this large establishment.

At 5.50 p. m. adjourned to meet subject to call of the president.

GUN FOUNDRY BOARD,
Cold Spring, N. Y., June 14, 1883.

Board met at 1 p. m., pursuant to adjournment. All members present.

Visited the Cold Spring Foundry and Gun Factory of Messrs. Paulding, Kemble & Co., and examined its site and the capacity and condition of its plant. The Board then proceeded to read and file communications. (File Book 49, 51, 52.)

At 4 p. m. adjourned to meet in West Troy, N. Y., Friday, June 15, at 9 a. m.

WEST TROY, N. Y., *June* 15, 1883.

Board met at 9 a. m., pursuant to adjournment. All members present.

Visited and examined the Watervliet Arsenal, West Troy, N. Y., for the purpose of determining the advantages of this location for a Government foundry.

After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this arsenal until further informed of the characteristics of other points to be visited in accordance with the President's order.

At 1 p. m. adjourned to meet in Springfield, Mass., Saturday, June 16, at 10 a. m.

GUN FOUNDRY BOARD,
Springfield, Mass., June 16, 1883.

Board met at 10 a. m., pursuant to adjournment.

Visited and examined the National Armory, Springfield, Mass., for the purpose of determining the advantages of this location for a Government foundry.

After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this armory until further informed of the characteristics of other points to be visited in accordance with the President's order.

Examined also the steam hammer, furnace, and hydraulic anvil erected in the works for the manufacture of the Hitchcock gun.

At 1 p. m. adjourned to meet in Boston, Monday, June 18, at 8.30 a. m.

GUN FOUNDRY BOARD,
Boston, Mass., June 18, 1883.

Board met pursuant to adjournment. All members present.

Discussed the suggested necessity of the employment of a mechanical expert and a recorder to accompany the Board during its European inspection, and concluded the employment of the latter was not necessary at the present time, and postponed action in regard to the former until the necessity of his services might be proved.

The Board then proceeded to Union Market, Mass., and examined the Watertown

Arsenal, for the purpose of determining the advantages of this location for a Government foundry.

After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this arsenal until further informed of the characteristics of other points to be visited in accordance with the President's order.

Examined also the Emory testing machine erected in these works and said to be the most excellent, delicate, and powerful testing machine in the world.

The Board then proceeded to Charlestown, Mass., and examined the Boston navy-yard, for the purpose of determining the advantages of this location for a Government foundry.

After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this navy-yard until further informed of the characteristics of other points to be visited in accordance with the President's order.

At 4 p. m. adjourned to meet at Portsmouth, N. H., Tuesday, June 19, 1883, at 8 a. m.

GUN FOUNDRY BOARD,
Portsmouth, N. H., June 19, 1883.

Board met at 8 a. m., pursuant to adjournment. All members present.

Visited and examined the navy-yard for the purpose of determining the advantages of this location for a Government foundry. After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this navy-yard until further informed of the characteristics of other points to be visited in accordance with the President's order.

At 11 a. m. adjourned to meet in Boston, Mass., Tuesday, June 19, 1883, at 2 p. m.

GUN FOUNDRY BOARD,
Boston, Mass., June 19, 1883.

Board met at 2 p. m., pursuant to adjournment. All members present.

Visited the South Boston Iron Works and Gun Factory, South Boston, Mass., and examined its site and the capacity and condition of its plant.

At 5 p. m. adjourned to meet in New London, Conn., Wednesday, June 20, 1883, at 10.30 a. m.

GUN FOUNDRY BOARD,
New London, Conn., June 20, 1883.

Board met at 10.30 a. m., pursuant to adjournment.

Visited and examined the New London naval station for the purpose of determining the advantages of this location for a Government foundry. After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this naval station until further informed of the characteristics of other points to be visited in accordance with the President's order.

At 3.30 p. m. adjourned to meet subject to the call of the president.

GUN FOUNDRY BOARD,
New York, N. Y., July 18, 1883.

Board met on board Cunard royal mail steamer "Servia," and left the United States for England, in accordance with orders of the Secretary of War (File Book A, p. 53) and the Secretary of the Navy (File Book A, p. 45). All members present.

GUN FOUNDRY BOARD,
London, England, July 27, 1883.

Board met pursuant to the order of its president. All members present.

The president was requested to communicate with the United States minister to England, and ask his aid in obtaining permission to visit the government establishments.

The Board then adjourned to meet Monday, the 30th instant, at 10 a. m.

GUN FOUNDRY BOARD,
London, England, Monday, July 30, 1883.

Board met at 10 a. m. pursuant to adjournment. All members present except Colonel Baylor, absent on account of sickness.

Sent communications. (Letter Book, pp. 118–120.)

Received and filed communications. (File Book B, p. 1.)

The Board then proceeded to pay an official call upon the honorable James Russell Lowell, United States minister, and accepted the invitation of Sir Joseph Whitworth, Bart., to call at his London office and inspect his systems of gun construction, projectile manufacture, and armor plating, with specimens of machines for testing same.

Adjourned at 4 p. m. to meet at 8 p. m.

GUN FOUNDRY BOARD,
BROWN'S HOTEL, DOVER STREET,
London, England, Monday, July 30, 1883.

Board met at 8 p. m., pursuant to adjournment. All members present except Colonel Baylor, absent on account of sickness.

The Board proceeded to discuss plans for future action, and requested the president to communicate with the following-named manufacturers in relation to its proposed visit to their works, viz: Alfred Longsdon, Fried. Krupp's Cast-Steel Works, 9 New Broad street, London; Thomas Firth & Sons, Norfolk Works, Sheffield; Charles Cammell & Co., Sheffield; Sir John Brown & Co., Sheffield; Sir William Armstrong, Mitchell & Co., Elswick, Newcastle-on-Tyne; Messrs. Vickers, Sons & Co., Sheffield; and Henry Bessemer & Co., Sheffield.

The president was also requested to address a letter to the honorable L. P. Morton, United States minister to France, asking his kind offices in securing, in advance of the arrival of the Board, permits from the French Government to visit their works at Puteaux, Ruelle, Bourges, Gâvre, and Sevran-Livry.

Sent communication. (Letter Book, p. 123.)

At 10.30 p. m. adjourned to meet Wednesday, August 1, at 9.30 a. m.

GUN FOUNDRY BOARD,
London, England, Wednesday, August 1, 1883.

Board met at 9.30 a. m., pursuant to adjournment. All members present except Colonel Baylor, absent on account of sickness.

Received from English war office, through Lieutenant-Commander Chadwick, naval attaché, and in answer to his request, a "list of machinery employed in the construction of steel B. L. guns in the Royal Gun Factory, Woolwich, together with a list of the addresses of the firms from whom the necessary appliances are procurable."

Sent communications. (Letter Book, pp. 126–132.)

Read and filed communication. (File Book B, p. 2.)

The Board then proceeded to the Royal Arsenal at Woolwich and visited the gun factories, after which it adjourned to meet to-morrow, Thursday, at 10 a. m.

GUN FOUNDRY BOARD,
BROWN'S HOTEL, DOVER STREET,
Thursday, August 2, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.

Read and filed communications. (File Book B, pp. 4, 5.)

Received a visit from Mr. Greenwood, of the firm of Greenwood & Batly, tool manufacturers, of Leeds. Discussed with him the subject of tools, particularly as to sizes and number requisite to perform certain work in a certain time. Mr. Greenwood proposed to prepare and submit to the Board a plan of works and an arrangement of shops and tools calculated to accomplish the work proposed by the Board.

Sent communications. (Letter Book, pp. 133, 134.)

The Board then visited and inspected the London Ordnance Works of Messrs. J. Vavasseur & Co., after which it adjourned to meet to-morrow, Friday, 3d instant, at 9.30 a. m.

GUN FOUNDRY BOARD,
London, England, Friday, August 3, 1883.

Board met at 9.30 a. m., pursuant to adjournment. All members present.
Read and filed communications. (File Book B, pp. 6–10.)
The Board then proceeded to the Woolwich Arsenal, visited the gun, carriage, and projectile factories, the laboratory, and witnessed a trial of the Vavasseur gun-carriage for 4-inch B. L. rifle.
Sent communications. (Letter Book, pp. 135–137.)
The Board then adjourned, to meet Tuesday, the 7th instant, at 9.30 a. m.

GUN FOUNDRY BOARD,
London, England, Tuesday, August 7, 1883.

Board met, pursuant to adjournment, at 9.30 a. m. All members present.
Read and filed communications. (File Book B, pp. 11–15 and 17.)
Sent communications. (Letter Book, pp. 138–143.)
The Board then proceeded to Woolwich Arsenal and continued its inspection, after which it adjourned, to meet subject to call of its president.

GUN FOUNDRY BOARD,
London, England, Wednesday, August 8, 1883.

Board met pursuant to adjournment. All members present.
Sent communication. (Letter Book, p. 145.)
Read and filed communication. (File Book B, p. 16.)
Accompanied by Mr. J. Vavasseur, of London, and Lieutenant-Commander F. E. Chadwick, naval attaché to the legation, London, the Board proceeded to Sheffield, and adjourned to meet to-morrow, Thursday, the 9th instant, at 10 a. m.

GUN FOUNDRY BOARD,
ROYAL VICTORIA HOTEL,
Sheffield, England, Thursday, August 9, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.
The Board proceeded to the Norfolk Iron and Steel Works of Thomas Firth & Sons, Limited; witnessed a casting of crucible steel, and inspected the works.
Read and filed communication. (File Book B, p. 18*a*.)
Received from Varrall, Elwell & Middleton, constructing machinists, Paris, France, through Lieutenant-Commander Chadwick, tracings and descriptions of gun milling and drilling, breech-screw and planing and rifling machines now at Ruelle, France.
At 5.30 p. m. adjourned, to meet to-morrow, Friday, 10th instant, at 10 a. m.

GUN FOUNDRY BOARD,
ROYAL VICTORIA HOTEL,
Sheffield, England, Friday, August 10, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.
Sent communications. (Letter Book, pp. 146–148.)
Read and filed communications. (File Book B, p. 18.)
The Board then proceeded to the Atlas Steel and Iron Works of John Brown & Co., Limited, and witnessed the process of soldering iron and steel plates for armor, the Bessemer process of manufacture, and inspected the works.
At 3 p. m. the Board proceeded to the Iron and Steel works of Charles Cammel & Co., Limited, and witnessed the formation of a compound armor plate by the process of a steel casting upon a wrought-iron plate prepared for the purpose. Inspected the Bessemer plant and other parts of the works.
At 5.30 p. m., adjourned to meet to-morrow, Saturday, the 11th instant, at 10 a. m.

GUN FOUNDRY BOARD,
ROYAL VICTORIA HOTEL,
Sheffield, England, Saturday, August 11, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.
Read and filed communication. (File Book B, p. 19.)
The Board then proceeded to the River Don Works of Messrs. Vickers, Sons & Co., Limited; and inspected the forge and machine shops, but were not invited to view the process of steel manufacture.
At 1 p. m. adjourned, to meet on Monday, the 13th instant, at 10 a. m.

GUN FOUNDRY BOARD,
ROYAL VICTORIA HOTEL,
Sheffield, England, Monday, August 13, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.
Read and filed communication. (File Book B, p. 22.)
The Board then proceeded to the Bessemer Steel Works of Henry Bessemer & Co., Limited; inspected the works, and witnessed a five-ton casting by the Bessemer process and mechanical mixer or stirrer.
The Board then adjourned to meet in Newcastle-on-Tyne, Tuesday, the 14th instant, at 8 p. m.

GUN FOUNDRY BOARD,
THE COUNTY HOTEL,
Newcastle-on-Tyne, England, Tuesday, August 14, 1883.

Board met pursuant to adjournment. All members present.
Read and filed communications. (File Book B, pp. 23–25.)
Sent communications. (Letter Book, pp. 149–152.)
The Board requested its president to communicate with the Fried. Krupp Cast Steel Works, regretting the Board's inability to accept the kind invitation to witness, at Meppen, an exhibition of the general efficiency of the Krupp manufacture.
The president was also requested to communicate with the United States minister to Russia, and ask his aid in obtaining permission to visit the Government establishments there.
Adjourned to meet to-morrow, Wednesday, the 15th instant, at 10 a. m.

GUN FOUNDRY BOARD,
THE COUNTY HOTEL,
Newcastle-on-Tyne, England, Wednesday, August 15, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.
Sent communication. (Letter Book, p. 153.)
The Board then proceeded to the Elswick Works, Sir W. G. Armstrong, Mitchell & Co., and inspected part of the ordnance works.
At 2 p m. adjourned to meet to-morrow, Thursday, the 16th instant, at 10 a. m.

GUN FOUNDRY BOARD,
THE COUNTY HOTEL,
Newcastle-on-Tyne, England, Thursday, August 16, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.
Sent communications. (Letter Book, pp. 155, 156.)
The Board then proceeded to Middlesbrough, and inspected the Cleveland Iron and Steel works of Bolchow, Vaughan & Co., and witnessed the production of steel by the basic process.
The Board then returned to Newcastle-on-Tyne, and at 5.30 p. m. adjourned to meet to-morrow, Friday, the 17th instant, at 10 a. m.

GUN FOUNDRY BOARD,
Newcastle-on-Tyne, England, Friday, August 17, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.

Read and filed communications. (File Book B, pp. 26, 27.)

The Board then proceeded to a further inspection of the Elswick Works, Sir W. G. Armstrong, Mitchell & Co.

At 3 p. m. adjourned to continue the inspection of these works to-morrow, Saturday, the 18th instant, and to meet on Monday, the 20th instant, at 10 a. m.

AUGUST 18, 1883.

By direction of the president, sent communications. (Letter Book, pp. 158, 159.)

GUN FOUNDRY BOARD,
THE COUNTY HOTEL,
Newcastle-on-Tyne, England, Monday, August 20, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.

Read and filed communications. (File Book B, pp. 28, 29.)

Received accompanying drawings and descriptions of 4-foot sliding-gap lathe and 3-foot screw cutting and sliding lathe from Varrall, Elwell & Middleton, of Paris, France.

Sent communication. (Letter Book, p. 160.)

The Board then proceeded to make another visit to the Elswick Works, after which it adjourned to meet to-morrow, Tuesday, the 21st instant, at 11 a. m., in Leeds.

GUN FOUNDRY BOARD,
QUEEN'S HOTEL,
Leeds, England, Tuesday, August 21, 1883.

Board met at 11 a. m., pursuant to adjournment. All members present.

The Board proceeded to the offices and works of Messrs. Greenwood & Batey and inspected plans of machinery and tools for the manufacture of guns.

At 2 p. m. adjourned to meet to-morrow, Wednesday, the 22d instant, at 10 a. m., in Manchester.

GUN FOUNDRY BOARD,
QUEEN'S HOTEL,
Manchester, England, Wednesday, August 22, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.

The Board proceeded to the office and works of Messrs. Hulse & Co., and inspected plans of machinery and tools for the manufacture of guns.

At 1 p. m. adjourned to proceed to London, and meet subject to call of its president.

GUN FOUNDRY BOARD,
BROWN'S HOTEL, DOVER STREET,
London, England, Friday, August 24, 1883.

Board met at 8 p. m., at its president's call. All members present.

Read and filed communications. (File Book B, pp. 30, 31.)

Sent communication. (Letter Book, p. 161.)

After discussion, Board adjourned at 10 p. m., to meet in Paris, France, Wednesday, the 29th instant, at 10 a. m.

GUN FOUNDRY BOARD,
THE NORMANDY HOTEL, RUE DE L'ECHELLE,
Paris, France, Wednesday, August 29, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.

Received communication. (File Book B, p. 42.)

The Board then proceeded to pay an official call upon the Hon. L. P. Morton, United States minister to France, and visited the works of the "Société Anonyme des Anciens Etabl'ts Cail," Paris.

The Board then adjourned to meet to-morrow, Thursday, the 30th instant, at 11 a. m.

GUN FOUNDRY BOARD,
THE NORMANDY HOTEL,
Paris, France, Thursday, August 30, 1883.

Board met at 11 a. m., pursuant to adjournment. All members present.

The Board then proceeded, in company with Minister Morton and his first secretary of legation, to call upon the military governor of Paris, in accordance with the request of the French minister of war of August 18th, and left communication (File Book B, p. 43), after which the Board adjourned to meet to-morrow, Friday, the 31st instant, at 9.30 a. m.

GUN FOUNDRY BOARD,
THE NORMANDY HOTEL,
Paris, France, Friday, August 31, 1883.

Board met at 9.30 a. m., pursuant to adjournment. All members present.

Received communication (File Book B, p. 43) from the military governor of Paris, with his indorsement.

The Board then proceeded to visit the Établissement d'Artillerie de Puteaux, near Paris; after which the Board adjourned to meet to-morrow, Saturday, September 1, at 11 a. m.

GUN FOUNDRY BOARD,
THE NORMANDY HOTEL,
Paris, France, Saturday, September 1, 1883.

Board met at 11 a. m., pursuant to adjournment. All members present.

After discussion, decided to leave Paris Monday, the 3d instant, at 8.45 a. m., for Angoulême, Bourges, Lyons, and Le Creusot.

The Board then proceeded to Sevran-Livry, near Paris, and inspected the powder factory and butts of Sevran-Livry.

Received and filed communications. (File Book B, pp. 34, 35.)

The Board then adjourned to meet Monday, the 3d instant, at 8 a. m.

GUN FOUNDRY BOARD,
Sunday, September 2, 1883.

Sent communications. (Letter Book, pp. 184–187.)

GUN FOUNDRY BOARD,
Paris, France, Monday, September 3, 1883.

Board met at 8 a. m., pursuant to adjournment. All members present.

The Board proceeded to Angoulême, France, by way of Orleans and Tours, to visit the gun factory of Ruelle.

Adjourned at 4 p. m. to meet to-morrow, Tuesday, the 4th instant, at 11 a. m.

GUN FOUNDRY BOARD,
GRAND HOTEL DU PALAIS,
Angoulême, France, Tuesday, September 4, 1883.

Board met at 11 a. m., pursuant to adjournment. All members present.
Proceeded by carriage (40 minutes' drive) to Ruelle, and inspected the National Gun Foundry.
At 6 p. m. adjourned to meet to-morrow, Wednesday, the 5th instant, at noon.

GUN FOUNDRY BOARD,
Angoulême, France, Wednesday, September 5, 1883.

Board met at noon, pursuant to adjournment. All members present.
The Board then proceeded to Ruelle and continued its inspection of the National Gun Foundry there.
At 6 p. m. adjourned to meet to-morrow, Thursday, the 6th instant, at 9.30 a. m.

GUN FOUNDRY BOARD,
Angoulême, France, Thursday, September 6, 1883.

Board met at 9.30 a. m., pursuant to adjournment. All members present.
The Board then proceeded, via Tours and Vierzon, to Bourges, where it arrived at 8.45 p. m., and adjourned to meet to-morrow, Friday, the 7th instant, at 9.45 a. m.

GUN FOUNDRY BOARD,
GRAND HOTEL DE LA BOULE D'OR,
Bourges, France, Friday, September 7, 1883.

Board met at 9.45 a. m., pursuant to adjournment. All members present.
The Board then proceeded to pay an official call, accompanied by Lieutenant-Commander Chadwick, naval attaché to the legation, London, upon General Schnéegans, commandant of the eighth army corps, and then visited and inspected the gun factory of Bourges; after which it adjourned to meet to-morrow, Saturday, the 8th instant, at 8 a. m.

GUN FOUNDRY BOARD,
Bourges, France, Saturday, September 8, 1883.

Board met at 8 a. m., pursuant to adjournment. All members present.
The Board then proceeded to Lyons, France, via Sanscaize, Moulins, Roanne, and L'Arbresle, and adjourned at 9 p. m. to meet Monday, the 10th instant, at 8.30 a. m.
Received communications. (File Book B, pp. 36–38.)

GUN FOUNDRY BOARD,
GRAND HOTEL DE LYON,
Lyons, France, Sunday, September 9, 1883.

By direction of the president sent communication. (Letter Book, p. 188.)

GUN FOUNDRY BOARD,
GRAND HOTEL DE LYON,
Lyons, France, Monday, September 10, 1883.

Board met at 8.30 a. m., pursuant to adjournment. All members present except Colonel Baylor, absent on account of sickness.
The Board proceeded to Terre Noire, inspected the works of the "Compagnie des Founderies et Forges de Terre Noire, La Voulte et Bessèges," and witnessed experiments with the Ripley-Hope steel gun of 127 millimetres.

The Board then returned to Lyons and adjourned to meet to-morrow, Tuesday, the 11th instant, at 9 a. m.

Received from the War Office, Horse Guards, S. W., London, England, through Lieut. Commander F. E. Chadwick, United States Navy, naval attaché, permit to visit the works of fortification at Dover Turret.

GUN FOUNDRY BOARD,
Lyons, France, Tuesday, September 11, 1883.

Board met pursuant to adjournment and proceeded to St.-Chamond. All members present.

Inspected the works of the "Compagnie des Hauts-Fourneaux, Forges et Aciéries de la Marine et des Chemins de Fer à St.-Chamond (Loire)," witnessed the rolling of a compound plate (manufactured by the Wilson patent), the casting of a 16-ton ingot, and the forging of an ingot of the same weight under the 80-ton hammer.

The Board then returned to Lyons, and adjourned to meet to-morrow, Wednesday, the 12th instant, at 10 a. m.

Received and filed communication. (File Book B, p. 44.)

GUN FOUNDRY BOARD,
Lyons, France, Wednesday, September 12, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.
Proceeded to Chagny, France.
At 8 p. m. adjourned to meet to-morrow, Thursday, the 13th instant, at 7.30 a. m.

GUN FOUNDRY BOARD,
HOTEL DU COMMERCE,
Chagny, France, Thursday, September 13, 1883.

Board met at 7.30 a. m., pursuant to adjournment. All members present.
Proceeded to Le Creusot and inspected a part of the steel works of Henri Schneider & Co. Witnessed the tempering of a 24-centimetre gun-tube, and the casting of a 45-ton steel ingot.
At 5.30 p. m. adjourned to meet to-morrow, Friday, the 14th instant, at 8.30 a. m.

GUN FOUNDRY BOARD,
HOTEL RODERIGUE,
Le Creusot, France, Friday, September 14, 1883.

Board met at 8.30 a. m., pursuant to adjournment. All members present.
Continued the inspection of the Creusot steel works and witnessed the forging of a 75-ton ingot under the 100-ton hammer.
At 6.45 p. m. adjourned to meet to-morrow, Saturday, the 15th instant, at 8 a. m.

GUN FOUNDRY BOARD,
Le Creusot, France, Saturday, September 15, 1883.

Board met at 8 a. m., pursuant to adjournment. All members present.
Proceeded to Paris, via Chagny, Dijon, and Fontainebleau.
At 6 p. m. adjourned to meet Monday, the 17th instant, at 10 a. m.

GUN FOUNDRY BOARD,
THE NORMANDY HOTEL,
Paris, France, Monday, September 17, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.
Read and filed communications. (File Book B, pp. 39–41.)
It was resolved to select a committee to visit St. Petersburg, Russia, to further the work of the Board, and Captain Matthews, United States Navy, Lieutenant-Colonel Abbot, United States Army, and Lieutenant Jaques, United States Navy, were appointed members of such committee.

The following committees were also appointed:

Colonel Baylor and Major Elder, United States Army, to consult with the tool manufacturers of Manchester and Leeds, England, during the absence of the committee in Russia.

Captain Matthews, United States Navy, and Lieutenant-Colonel Abbot, United States Army, on buildings.

Colonel Baylor and Major Elder, United States Army, and Lieutenant Jaques, United States Navy, on the number and placing of tools in shops.

The Board requested the president to communicate with the Hon. W. H. Hunt, United States minister to Russia, in relation to the visit of the committee to Russia; with M. Henri Schneider, of Le Creusot; M. Euverte, director of the Compagnie des Fonderies et Forges de Terre Noire; M. de Mongolfier, the director of the Compagnie des Hauts-Fourneax, Forges et Aciéries de la Marine et des Chemins de Fer à St.-Chamond (Loire); M. de Bange, the director of the Société Anonyme des Anciens Établissement Cail à Paris, acknowledging the courteous reception extended by them to the members of the Board; with the Hon. L. P. Morton, United States Minister to France, acknowledging the assistance rendered by the military and naval authorities of France and his own personal courtesies; and with Fried. Krupp, of Essen, per Alfred Longsdon, acknowledging the receipt of his letter of the 1st instant and expressing the impossibility of accepting his modification of the Board's request.

Sent communications. (Letter Book, pp. 190, 166).

At meridian Board adjourned to meet subject to call of its president.

GUN FOUNDRY BOARD,
Paris, France, Tuesday, September 18, 1883.

Board met at 2 p. m., at its president's call. All members present.

Accompanied by Minister Morton and his first secretary of legation, paid official calls upon the ministers of war and navy.

At 4 p. m. adjourned to meet subject to president's call.

GUN FOUNDRY BOARD,
Paris, France, Wednesday, September 19, 1883.

By direction of the president sent communications. (Letter Book, pp. 171–177.)

GUN FOUNDRY BOARD,
From September 19 *to October* 5, 1883.

Committee of Board appointed to visit Russia engaged in its duties; other members of the Board occupied in France and England, revisiting the arsenal at Puteaux, collecting information on wire construction in France, inspecting the works of Messrs. Hotchkiss & Co., at St.-Denis, and compiling and arranging the information collected.

GUN FOUNDRY BOARD,
Paris, France, Wednesday, September 26, 1883.

Sent communication. (Letter Book, p. 180.)

GUN FOUNDRY BOARD COMMITTEE,
HOTEL DE FRANCE,
St. Petersburg, Russia, Monday, September 24, 1883.

Committee met at 10 a. m. All members present.

Proceeded to pay an official call upon the Hon. William H. Hunt, United States Minister to Russia, who accompanied the committee to pay official calls upon the ministers of war and navy.

The committee then proceeded, in company with an aide-de-camp of General Obroutcheff, to pay an official call upon General Sophiano, chief of artillery, and adjourned at 3 p. m. to meet to-morrow, Tuesday, the 25th instant, at 9.30 a. m.

GUN FOUNDRY BOARD COMMITTEE,
St. Petersburg, Russia, Tuesday, September 25, 1883.

Committee met at 9.30 a. m., pursuant to adjournment. All members present.

Accompanied by Minister Hunt, proceeded to pay an official call upon the minister of the navy, Vice-Admiral Shestakoff (Le Vice-Admiral Shestakoff, aide-de-camp Général de S. M.).

The committee, accompanied by Captain Alexandre Von-der-Howen, Garde Artillerie (by direction of General Obroutcheff, acting minister of war), then proceeded to the St. Petersburg Arsenal ("Orondünoi Fawod") and inspected the work in hand, the small-arm ammunition shops and laboratory, after which, at 10 p. m., it adjourned to meet Thursday, the 27th instant, at 8 a. m. (Wednesday, the 26th instant, being a holiday).

GUN FOUNDRY BOARD COMMITTEE,
St. Petersburg, Russia, Thursday, September 27, 1883.

Committee met at 8 a. m., pursuant to adjournment. All members present.

Accompanied by Gunnery Lieutenant Raskazøff, Imperial Russian Navy (by direction of Admiral Shestakoff), proceeded in an admiralty steam launch to Oboukhoff, where the committee inspected the Oboukhoff Steel Works and Gun Factory.

At 5 p. m. adjourned to meet to-morrow, Friday, September 28, at 8 a. m.

Received communication. (File Book B, p. 49.)

Sent communications. (Letter Book, pp. 191, 192.)

GUN FOUNDRY BOARD COMMITTEE,
St. Petersburg, Russia, Friday, September 28, 1883.

Committee met at 8 a. m., pursuant to adjournment. All members present.

Accompanied by Gunnery Lieutenant Raskazoff and Captain Von-der-Howen, proceeded in the naval yacht Neva, Commander Satine, to Cronstadt, where, accompanied by Lieutenant-General Smaguine (commanding the artillery of Cronstadt) and staff, and Commander Skragin (representing Admiral Kazakewich), proceeded in steam launches to inspect the harbor, Forts Constantine and Milutin, the iron-clads "Peter the Great" and "Vladimir," and the naval torpedo manufactory.

At 7 p. m. returned to St. Petersburg, and adjourned to meet to-morrow, Saturday, the 29th instant, at 8 a. m.

GUN FOUNDRY BOARD COMMITTEE,
St. Petersburg, Russia, Saturday, September 29, 1883.

Board met at 8 a. m., pursuant to adjournment. All members present.

Accompanied by Gunnery Lieutenant Raskazoff, proceeded by carriage to the experimental grounds at Ochta, where, with Admiral Kouprianoff and staff and General Erme and staff, inspected the experimental batteries and armor targets.

At 3 p. m. adjourned to meet in London, Friday, October 5, 1883.

GUN FOUNDRY BOARD COMMITTEE,
London, England, Friday, October 5, 1883.

Committee met at noon, pursuant to adjournment. All members present.

The committee then proceeded to a general meeting of the Board.

GUN FOUNDRY BOARD,
London, England, Sunday, September 30, 1883.

Sent communication. (Letter Book, p. 193.)

GUN FOUNDRY BOARD,
BROWN'S HOTEL, DOVER STREET,
London, England, Friday, October 5, 1883.

Board met at meridian at its president's call. All members present.
Adjourned to meet to-morrow, Saturday, October 6, at 11 a. m.

GUN FOUNDRY BOARD,
London, England, Saturday, October 6, 1883.

Board met at 11 a. m., pursuant to adjournment. All members present.

The Board then proceeded to the London office of Sir Joseph Whitworth, Bart., for the purpose of listening to his explanations relating to his process of the manufacture of steels, guns, and projectiles, after which the Board accepted his invitation to meet him and inspect his works at Openshaw, Manchester, on Tuesday, the 9th instant, at 11 a. m.

Having returned to its room, the Board then received the memorandum notes of the committee, lately returned from Russia, and the record of its proceedings.

The Board then adjourned to meet Tuesday, October 9, in Manchester, England, at 10 a. m.

GUN FOUNDRY BOARD,
Manchester, England, Tuesday, October 9, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.

The Board then proceeded to and inspected the steel works of Sir Joseph Whitworth & Co. (Limited), at Openshaw, Manchester, and witnessed the casting, liquid compression, and hydraulic forging of steel by the Whitworth methods.

At 5 p. m. the Board proceeded to Rowsley, where, with Sir Joseph Whitworth, its deliberations were continued until 10 p. m., when the Board adjourned to meet in London, subject to call of its president.

The committee on number and placing of tools in shops was directed to proceed to Leeds, and upon the completion of its duties there to proceed to London.

GUN FOUNDRY BOARD,
London, England, Saturday, October 13, 1883.

Sent communications. (Letter Book, pp. 199, 200.)

GUN FOUNDRY BOARD,
BROWN'S HOTEL, DOVER STREET,
London, England, Monday, October 15, 1883.

Board met at call of its president.

After a visit to Woolwich Arsenal, the Board reassembled at 8 p. m. All members present.

Read and filed communications. (File Book B, pp. 45–57.)

Sent communications. (Letter Book, pp. 202, 203.)

The committee on tools reported its return from Leeds and Manchester, having completed its duties of inspecting the plans prepared for the information of the Board by Messrs. Greenwood & Batley and Tannett, Walker & Co., of Leeds, and Messrs. Hulse & Co., of Manchester. The Board then proceeded to read and examine various reports, and at 11 p. m. adjourned to meet to-morrow, Tuesday, the 16th instant at 8. a. m.

GUN FOUNDRY BOARD,
London, England, Tuesday, October 16, 1883.

Board met at 8 a. m., pursuant to adjournment. All members present except Commodore Simpson, absent on account of sickness.

The Board proceeded to Shoeburyness and witnessed a programme of practice prepared by direction of the director of artillery and stores.

At 8 p. m. Board adjourned to meet Saturday, the 20th instant, at meridian, on board the Cunard royal mail steamer "Scythia," at Liverpool.

GUN FOUNDRY BOARD,
London, England, Thursday, October 18, 1883.

By direction of the president, sent communications. (Letter Book, pp. 204–212.)

GUN FOUNDRY BOARD,
CUNARD ROYAL MAIL STEAMER "SCYTHIA,"
Liverpool, England, Saturday, October 20, 1883.

Board met at meridian, pursuant to adjournment, and left England for the United States in accordance with orders of the Secretary of War (File Book A, p. 53) and Secretary of the Navy (File Book A, p. 45). All members present.

Adjourned to meet subject to the call of its president.

GUN FOUNDRY BOARD,
CUNARD ROYAL MAIL STEAMER "SCYTHIA,"
At Sea, Monday, October 29, 1883.

Board met at 10 a. m. at the call of its president. All members present.

After discussion, the Board decided to proceed on Tuesday, November 6, to inspect the navy-yard, New York, and the arsenals at Frankford, Pa., and Rock Island, Ill.

At meridian adjourned to meet Tuesday, November 6, 11.15 a. m., at the navy-yard, New York.

GUN FOUNDRY BOARD,
New York, N. Y., Wednesday, October 31, 1883.

By direction of the president, sent communications. (Letter Book, pp. 214, 215.)

GUN FOUNDRY BOARD,
Navy-yard, N. Y., Tuesday, November 6, 1883.

Board met at 11 a. m., pursuant to adjournment. All members present.

Examined the navy-yard for the purpose of determining the advantages of this location for a Government foundry.

After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this navy-yard until further informed of the characteristics of other points to be visited in accordance with the President's order.

At 3 p. m. the board adjourned to meet in Frankford, Pa., Wednesday, November 7, at 11 a. m.

GUN FOUNDRY BOARD,
Frankford Arsenal, Pennsylvania, Wednesday, November 7, 1883.

Board met at 11 a. m., pursuant to adjournment. All members present.

Examined the arsenal here for the purpose of determining the advantage of this location for a Government foundry. After discussion and due consideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this arsenal until further informed of the characteristics of other points to be visited in accordance with the President's order.

At 2 p. m. the Board adjourned to meet at Rock Island, Ill., Saturday, November 10, at 10 a. m.

GUN FOUNDRY BOARD,
Rock Island, Ill., Saturday, November 10, 1883.

Board met at 10 a. m., pursuant to adjournment. All members present.

Visited and examined the Rock Island Arsenal for the purpose of determining the advantages of this location for a Government foundry. After discussion and due con-

sideration of the requirements indicated by the Board as a standard of reference, the Board reserved its decision in the case of this arsenal until further informed of the characteristics of other points to be visited, in accordance with the President's order.

At 5 p. m. the Board adjourned, to meet Tuesday, November 20, in Philadelphia, Pa at 11 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Tuesday, November 20, 1883.

Board met at 11 a. m., pursuant to adjournment. All members present except Capt. E. O. Matthews, United States Navy (absent on account of steamer detained by fog), and Col. T. G. Baylor, United States Army (absent on account of sickness).

Filed communications. (File Book A, pp. 59–66, and File Book B, pp. 58–60.)

Sent communication. (Letter Book, p. 117.)

After discussion the Board adjourned at 4.30 p. m., to meet to-morrow, Wednesday, the 21st instant, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Wednesday, November 21, 1883.

Board met at 10 a. m., pursuant to adjournment.

All members present except Colonel Baylor, United States Army (absent on account of sickness).

The Board then proceeded to read and examine a preliminary draft of its report.

The following resolutions were adopted:

It is inexpedient for the Government to undertake the manufacture of the steel for modern cannon.

It is desirable to provide Government factory facilities on a sufficient scale to perform the work of establishing standards, of making experimental guns, and of fabricating cannon on a modern scale, looking forward, however, to encouraging private establishments to embark upon this fabrication under the inspection of Government officers, as at present.

It is inexpedient to provide a single Government factory; two are essential—one for the Army and one for the Navy.

That on the receipt of price-lists, now awaited from abroad, the steel manufacturers shall be notified, as far as practicable, of the probable cost of plant, tools, &c., necessary for the manufacture of steel for cannon, including forging and tempering, and for the fabrication of the finished gun; and that they be requested to communicate to the Board what size of contract for guns or gun material will justify them in undertaking the production either of the material alone or of the finished gun.

The Board then proceeded to consider the selection of two sites to be recommended for Government gun factories, and decided upon the Watervliet Arsenal, West Troy, N. Y., for the purposes of the Army, and the Washington Navy-Yard, D. C., for the purposes of the Navy.

Received communication. (File Book A, p. 67.)

The Board at 4 p. m. adjourned to meet subject to the call of its president.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Tuesday, January 8, 1884.

Board met at 1 p. m., pursuant to call of its president. All members present except Maj. S. S. Elder, United States Army, absent (steamer detained by ice).

Received and filed communications. (File Book A, pp. 68–76, and File Book B, pp. 61–63).

Sent communications. (Letter Book, pp. 228–231.)

The president of the Board submitted a draft of the report. Engaged revising same until 4 p. m., when adjourned to meet to-morrow, Wednesday, January 9, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Wednesday, January 9, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.

After further consideration of the resolutions adopted November 21, the Board deemed it inexpedient to furnish before the publication of its report the information therein indicated.

Engaged revising draft of report until 4.30 p. m., when adjournment to meet to-morrow, Thursday, January 10, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Thursday, January 10, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.

Received and filed communications. (File Book A, p. 79.)

Engaged revising draft of report until 4 p. m., when adjourned to meet to-morrow, Friday, January 11, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Friday, January 11, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.

Received and filed communications. (File Book A, pp. 77–81, and File Book B, pp. 64, 65.)

Sent communications. (Letter Book, pp. 232–238.)

Col. T. G. Baylor, United States Army, was excused from attendance on account of serious illness in his family.

Engaged revising draft of report until 5 p. m., when adjourned to meet to-morrow, Saturday, January 12, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Saturday, January 12, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present except Col. T. G. Baylor, United States Army, absent on account of serious illness in his family.

Received and filed communications. (File Book A, pp. 82–84.)

Sent communications. (Letter Book, pp. 239-241.)

Engaged in revising draft of report until 4.30 p. m., when adjourned to meet Monday, January 14, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Monday, January 14, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.

Messrs. William P. Hunt, G. Paulding, and T. Davis, representing the firms of the South Boston Iron Works and the West Point Foundry Association, appeared before the Board and submitted a verbal response to the circular letter addressed them by the Board May 1, 1883. The Board requested that they would submit their proposition in writing, which they agreed to do.

Engaged revising draft of report until 4.30 p. m., when adjourned to meet to-morrow, Tuesday, January 15, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Tuesday, January 15, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.
Received and filed communications. (File Book A, pp. 85, 86.)
Engaged revising draft of report until 4.30 p. m., when adjourned to meet to-morrow, Wednesday, January 16, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Wednesday, January 16, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.
Received and filed communication. (File Book A, p. 87.)
Engaged revising draft of report until 4.30 p. m., when adjourned to meet to-morrow, Thursday, January 17, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Thursday, January 17, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.
Engaged revising draft of report until 4 p. m., when adjourned to meet to-morrow, Friday, January 18, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Friday, January 18, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.
Engaged revising draft of report until 4 p. m., when adjourned to meet subject to call of its president.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Saturday, January 19, 1884.

By direction of president of the Board, sent communications. (Letter Book, pp. 242, 243.)

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Thursday January 21, 1884.

Board met at 1 p. m., at the call of the president. All members present.
Read and filed communications. (File Book A, pp. 88–91[a].)
Sent communications. (Letter Book, pp. 244 a, b.)
Engaged revising report until 4.30 p. m., when adjourned to meet to-morrow, Friday, February, 1, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Friday, February 1, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.
Received and filed communications. (File Book A, pp. 92, 93.)
Sent communication. (Letter Book, p. 244.)
Edward Y. Townsend, president, and Powell Stackhouse, vice-president of the Cambria Iron Company, appeared before the Board to call its attention to the capacity and quality of the Cambria steel casting plant, and to ask the Board for information that would assist in preparing a reply to the Board's interrogatories of May 1, 1883. They were informed that all the information the Board had to communicate would be found embodied in its report soon to be issued, and were requested to submit in writing any statement they wished to make in relation to the Cambria works.
Engaged in revising report until 4.30 p. m., when adjourned to meet to-morrow, Saturday, February 2, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Saturday, February 2, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.
Received and filed communication. (File Book A, p. 94.)
Sent communications. (Letter Book, pp. 245, 246.)
Engaged revising report until 3 p. m., when adjourned to meet subject to the call of its president.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA, PA.,
Thursday, February 7, 1884.

Board met at 1.30 p. m., at the call of its president. All members present.
Received communications. (File Book A, p. 95.)
Engaged revising report until 4.15 p. m., when adjourned to meet to-morrow, Friday, February 8, at 10 a. m.

GUN FOUNDRY BOARD,
1727 PINE STREET, PHILADELPHIA,
Friday, February 8, 1884.

Board met at 10 a. m., pursuant to adjournment. All members present.
Received communications. (File Book A, pp. 96, 97.)
Sent communications. (Letter Book, pp. 247, a, b, c, h.)
Considered the advantages of the site owned by the Government at Harper's Ferry, Va., formerly occupied as an armory.
Engaged revising report until 2.30 p. m., when it was adopted and the Board adjourned *sine die*.

NAVY DEPARTMENT,
Washington, D. C., Saturday, February 9, 1884.

By direction of the president of the Board filed communications (File Book A, p. 98), and sent communications (Letter Book, pp. 247 d, e).

NAVY DEPARTMENT,
Washington, D. C., Tuesday, February 12, 1884.

By direction of the president of the Board filed communications (File Book A, p. 99), and sent communications (Letter Book, pp. 247 f, g).

NAVY DEPARTMENT,
Washington, D. C., Saturday, February 16, 1884.

By direction of the president of the Board sent communication (Letter Book, p. 2471), and delivered report and communications (Letter Book, pp. 261, a, b) to the honorable Secretary of the Navy for transmission to the President.

Lieutenant W. H. JAQUES,
United States Navy, Member and Secretary of the Board.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

The supplementary report of the Gun Foundry Board, dated December 20, 1884.

DECEMBER 22, 1884.—Read, referred to the Committee on Military Affairs, and ordered to be printed.

EXECUTIVE MANSION,
December 22, 1884.

To the Senate and House of Representatives:

I transmit herewith the supplementary report, dated December 20, 1884, made, in pursuance of orders of the Secretary of War and the Secretary of the Navy, by the Gun Foundry Board, appointed by me in accordance with the act of Congress approved March 3, 1883.

CHESTER A. ARTHUR.

SUPPLEMENTARY REPORT

OF THE

GUN FOUNDRY BOARD.

RECONVENED BY ORDER OF THE SECRETARY OF WAR AND THE SECRETARY OF THE NAVY.

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SUPPLEMENTARY REPORT OF THE GUN FOUNDRY BOARD.

The Gun Foundry Board, reconvened by order of the Secretary of War, May 7, 1884 (Appendix A), and the Secretary of the Navy, April 29, 1884 (Appendix B), was directed:

1. To prepare plans and estimates for the preparation and purchase, both for the Army and the Navy, of plants for gun factories to complete guns from 6-inch caliber to 16-inch caliber, including buildings and shrinking-pit, and to report the full and detailed estimates for the cost of the work aforesaid.

2. To state whether the same can be better and more economically performed in establishments owned by the Government, or by private contract, or by a combined system whereby the said work can be accomplished partly by the Government and partly by private contract.

3. To make specific recommendations as to the best method of procuring steel for guns, and to indicate in what manner appropriations can most advantageously be made.

In accordance with its orders the Board met in Washington, D. C., May 15, 1884, and after due consideration appointed two committees, one composed of the army, the other of the naval members of the Board, to prepare plans and estimates for gun factories for their respective services, and addressed a circular letter (Appendix C) to the steel manufacturers of the United States, in order to procure opinions, based upon practical and business considerations, as to the best method of obtaining the required supply.

The Board has met with great difficulty in obtaining the desired information. No satisfactory replies having been received to its circular letter, the Board requested the assistance of Mr. James M. Swank, secretary of the American Iron and Steel Association, and by his efforts (Appendix L) and interest a meeting was effected with leading representatives of steel manufacture, which has enabled the Board to indicate the terms on which the manufacture of steel for guns of large caliber may be inaugurated in the United States.

In conclusion the Board has to report:

1. The total cost of each gun factory will be about $1,000,000.

The Army Committee has restricted its estimate (Appendix D) to the special tools for gun construction and to the erection of buildings, as indicated in the previous report of the Board, omitting such details as locomotives, cars, railway tracks, pipes for the transmission of power, crane tracks, boilers, engines, &c.

The estimate of the Naval Committee (Appendix I) includes these auxiliaries, with the exception of locomotives and cars, which swell the estimate accordingly. The buildings proposed by the two committees differ in form and arrangement, as might be expected, for quite different sites and local conditions. A careful study of the two projects has convinced the Board that when the estimates are reduced to the same standard there will be no essential difference between them.

The estimates for the tools included in the above establishments are based upon the prices of such standard articles abroad, the Board not having been able to obtain satisfactory estimates for similar tools in this country.

2. The question whether the fabrication can be better and more economically performed in Government establishments, or by private contract, or by a combined system, has been carefully considered, and the Board has been unable to discover any reason to modify the unanimous opinion expressed in its report of February 16, 1884, "that it is more judicious to establish gun factories;" that there should be "two gun factories under the control of the Government," and "that the Army and Navy should be provided with separate establishments."

3. The Board repeats its unanimous opinion "that the steel manufacturers should be called upon to provide the material," and recommends—

I. An appropriation of not less than $15,000,000, one-half for the Army and one-half for the Navy, to remain available until expended; provided, however, that none of the money so appropriated shall be expended except in payment for steel accepted and delivered.

II. Proposals to be issued by the War and Navy Departments for bids for the supply of the steel required by each, rough-bored, rough-turned, tempered, and conforming to specifications. Said proposals shall divide the steel required into two lots. Each lot shall include all the parts for one-half of the number of guns of each caliber. Each bid must include all of a lot or lots. Each bidder shall agree to deliver yearly a specified quantity of each caliber, the time of delivery of the smaller calibers to commence at the expiration of not more than eighteen months, and that of the largest calibers at the expiration of not more than three years from the date of acceptance of the contract. Each bidder shall specify the price of the parts for each of the several calibers. This price may be modified by the Government in equity, according to the current rates of labor and material.

III.—Bids, to be considered, must be made by responsible parties, each of which shall certify and guarantee to erect in the United States a suitabie plant capable of making all the steel required, and of finishing it, in accordance with the contract.

From personal intercourse with prominent steel makers in the United States, the Board is in a position to assert that proposals issued on the above basis will be responded to, but that it will be necessary to appropriate the entire amount recommended in order to induce *responsible* steel manufacturers to erect and complete the plants to produce the steel for the guns needed for the national defense.

The above proposition contains only such a guarantee as would be required by business men embarking in a new and expensive undertaking.

If Congress shall conclude to adopt measures for procuring the supply of guns required, it is essential that its attention should be called to the absolute necessity of appropriating at the same time the $2,000,000 needed for the factories in which the guns are to be fabricated.

As it will require at least two years to erect and equip the factories, and many causes of delay may arise, the appropriations for them should be made at the earliest moment, that as much time as possible may be allowed to perfect the arrangements.

It is appropriate to mention here that the annual expenses for operating the factories must be determined by the number of tools in use and

the quantity of material fabricated, and be estimated for from time to time by the Departments. With this exception, the total estimate of $17,000,000 will complete the steel-producing plant, establish and equip the steel gun factories, supply the guns for six and one-half years, and inaugurate the manufacture of steel in large masses in the United States.

E. SIMPSON,
Rear-Admiral, U. S. Navy,
President of the Board.
E. O. MATTHEWS,
Captain, U. S. Navy.
THOS. G. BAYLOR,
Colonel of Ordnance, U. S. Army.
HENRY L. ABBOT,
Lieutenant-Colonel of Engineers,
Brevet Brigadier-General, U. S. Army.
SAMUEL S. ELDER,
Major Second Artillery, U. S. Army.
W. H. JAQUES,
Lieutenant, U. S. Navy,
Member and Secretary of the Board.

WASHINGTON, D. C., *December* 20, 1884.

SUPPLEMENTARY REPORT

OF THE

GUN FOUNDRY BOARD

APPENDICES.



APPENDIX A.

NAVY DEPARTMENT,
Washington, April 30, 1884.

SIR: I have the honor to transmit herewith a copy of the letter of instructions to Rear-Admiral Edward Simpson, president of the Gun Foundry Board, and respectfully request that you may cause them to be communicated to the Army officers upon said Board, with directions to act in accordance therewith as members of the Board.

Very respectfully, your obedient servant,

WM. E. CHANDLER,
Secretary of the Navy.

Hon. ROBERT T. LINCOLN,
Secretary of War.

NAVY DEPARTMENT,
Washington, April 29, 1884.

SIR: You are hereby directed to reconvene the Gun Foundry Board, organized under the act of March 3, 1883.

The Board will prepare a plan and estimate for the preparation and purchase of plant for a gun factory to complete guns from 6-inch caliber to 16-inch caliber, including buildings and shrinking pit, and will report the full and detailed estimate for the cost of the work aforesaid, and whether the same can be better and more economically performed in establishments owned by the Government, or by private contract, or by a combined system, whereby the said work can be accomplished partly by the Government and partly by private contract, and in what annual instalments appropriations can most economically be made.

In case the Board shall be of opinion that the manufacture of the necessary gun material should be developed in this country by contracts with American manufacturers, the Board may communicate with, and receive proposals from, such manufacturers, and will cause to be prepared and submitted suitable contracts in detail ready for execution in case they shall be approved by Congress, and will make specific recommendations concerning the same.

The plans and estimates herein mentioned may provide for one gun factory for the Army and one for the Navy.

Respectfully,

W. E. CHANDLER,
Secretary of the Navy.

Rear-Admiral EDWARD SIMPSON,
President of the Advisory Board, Navy Department.

(First indorsement.)

Respectfully referred to the Adjutant-General to comply with the request of the Secretary of the Navy.

By order of the Secretary of War.

JOHN TWEEDALE,
Chief Clerk.

WAR DEPARTMENT,
May 5, 1884.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, May 7, 1884.

Official copies respectfully referred to Col. T. G. Baylor, Ordnance Department, through the Chief of Ordnance, to Lieut. Col. H. L. Abbot, Engineer Corps, through the Chief of Engineers, and to Maj. S. S. Elder, Second Artillery, through Headquarters Department of the East, for compliance with the request of the Navy Department.

By order of the Secretary of War.

R. C. DRUM,
Adjutant-General.

Official copies.

R. C. DRUM,
Adjutant-General.

ADJUTANT-GENERAL'S OFFICE,
December 19, 1884.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, April 30, 1884.

SIR: Instructions having been issued for the reconvening of the Gun Foundry Board appointed by the President's order of April 2, 1883, the Secretary of War directs that you report to Rear-Admiral Edward Simpson, U. S. Navy, President of the Board, for duty on the same at such place and time as may be designated by him.

Rear-Admiral Simpson's address is, Naval Advisory Board, Navy Department, Washington, D. C.

The journeys to be performed are necessary for the public service.

Very respectfully, your obedient servant,

R. C. DRUM,
Adjutant-General.

Col. THOMAS G. BAYLOR,
Ordnance Department.
Through the Chief of Ordnance.

Official copy:

R. C. DRUM,
Adjutant-General.

ADJUTANT-GENERAL'S OFFICE,
December 19, 1884.

NOTE.—Similar letters were addressed to Lieut. Col. H. L. Abbot, Corps of Engineers, and Maj. Samuel S. Elder, Second Artillery.

APPENDIX B.

NAVY DEPARTMENT,
Washington, D. C., April 29, 1884.

SIR: You are hereby directed to reconvene the Gun Foundry Board, organized under the act of March 3, 1883.

The Board will prepare a plan and estimate for the preparation and purchase of plant for a gun factory to complete guns from 6-inch caliber to 16-inch caliber, including buildings and shrinking-pit, and will report the full and detailed estimate for the cost of the work aforesaid, and whether the same can be better and more economically performed in establishments owned by the Government, or by private contract, or by a combined system whereby the said work can be accomplished partly by the Government and partly by private contract, and in what annual installments appropriations can most economically be made.

In case the Board shall be of opinion that the manufacture of the necessary gun material should be developed in this country by contracts with American manufacturers, the Board may communicate with and receive proposals from such manufacturers; and will cause to be prepared and submitted suitable contracts in detail ready for execution in case they shall be approved by Congress, and will make specific recommendations concerning the same.

The plans and estimates herein mentioned may provide for one gun factory for the Army and one for the Navy.

Respectfully,

W. E. CHANDLER,
Secretary of the Navy.

Rear-Admiral EDWARD SIMPSON,
President of the Advisory Board,
Navy Department.

APPENDIX C.

GUN FOUNDRY BOARD,
NAVY DEPARTMENT,
Washington, D. C., May 15, 1884.

GENTLEMEN: There is forwarded to you herewith a copy of the Report of the Gun Foundry Board, organized by order of the President, April 2, 1883.

The report has been favorably received by Congress, and the Board is again in session for the purpose of supplying supplementary information looking towards the development of gun factories for the Army and the Navy.

In addition to what is contained in the report, your attention is particularly called to the following paragraph, included in the order under which the Board is now acting:

> In case the Board shall be of opinion that the manufacture of the necessary gun material should be developed in this country by contracts with American manufacturers, the Board may communicate with and receive proposals from such manufacturers, and will cause to be prepared and submitted suitable contracts in detail, ready for execution, in case they shall be approved by Congress, and will make specific recommendations concerning the same.

The Board is also directed to report "in what annual installments appropriations can most conveniently be made."

You will see from the report that the Board is very decidedly of opinion that the gun material should be developed in this country, and the object of now addressing you is to request from you such proposals as may guide the Board in its recommendations as to the annual appropriations to be made. You are requested to consider the classes presented under the head of "Cost of plant for the manufacture of guns," on page 40 of the report.

There will be required for the largest guns a capacity for casting an ingot of 100 tons. For 12-inch and for 6-inch guns there will be required a capacity for casting ingots of about 30 tons and 5 tons, respectively.

For forging these masses there will be required a hydraulic press, with its accessories; for the largest castings, one of 36-inch diameter will be necessary; but for the smaller ones, presses of reduced power and cost may be substituted.

For rough boring and turning, there will be required a plant, as shown on page 41 of the report.

For tempering, there will be required a suitable furnace and tank.

All the above operations will be required at the foundry before the parts will be received at the gun factories, and estimates of the cost of the appliances are stated in the report.

In whatever particular your works may be deficient in the appliances required above, you are requested to consider the outlay necessary to efficiently equip your establishment, and to determine the size of contract for annual supply of gun material for a term of years, that will

justify you in incurring this expense for plant, your remuneration to be derived solely from the price paid by the Government for the material after passing the tests required.

As this subject is now before Congress, you are requested to provide the information asked for, at your earliest convenience. In considering the matter of a plant for the manufacture of gun material, the Board suggests that you do not lose sight of its availability for the manufacture of armor, for which a call may be made by the Government.

Very respectfully,

EDWARD SIMPSON,
Rear-Admiral, U. S. Navy, President of the Board.

APPENDIX D.

REPORT OF ARMY COMMITTEE OF GUN FOUNDRY BOARD.

PHILADELPHIA, PA., *December* 6, 1884.

SIR: The committee appointed at meeting of the Board of May 15, 1884, to prepare plans and estimates for the Army gun factory, reports as follows:

BUILDINGS.

Your committee deemed it necessary to visit Watervliet Arsenal for the purpose of examining the grounds for a suitable location for the buildings. It accordingly visited the arsenal on May 30, and, with the commanding officer, inspected what appeared to be the most available sites, and, after consideration, decided upon that marked in red ink on the inclosed map of Watervliet Arsenal. (Appendix F.)

The buildings proposed for a plant for the fabrication of guns, from a 6-inch to a 16-inch caliber, will be four in number, viz: Two turning and boring shops for heavy guns, one turning and boring shop for light guns, and a building for shrinking pit.

A plan and section of these buildings are shown in the tracing herewith submitted. (Appendix E.) Their estimated cost will be about $350,000, without tools and without the railway and crane tracks, boilers and engines, for their service.

The general features of these buildings are given in the report of the Board of February 16, 1884, pages 44, 45, and 46.

MACHINES AND TOOLS FOR GUN FACTORY.

The machines and tools needed for this plant are given in the report of the Board of February 16, 1884, pages 42, 43, and 44, and your committee simply adds to the list there given a one hundred ton crane for shrinking pit, and the sizes of the different machines. The location of these machines in the shops is shown in the inclosed tracing (Appendix E).

If the cost of the boilers, engines, railway tracks, and tracks for the traveling cranes be added to the cost of the tools as herein given it will increase this amount considerably.

Your committee deem the above, with the report of the Gun Foundry Board of February 16, 1884, a sufficiently complete presentation of the plans and estimates for the Army Gun Factory.

T. G. BAYLOR,
Colonel of Ordnance, U. S. A., Chairman of Committee.
HENRY L. ABBOT,
Lieutenant-Colonel of Engineers, Brevet Brigadier-General, U. S. A.
SAM'L S. ELDER,
Major Second Artillery, U. S. A.

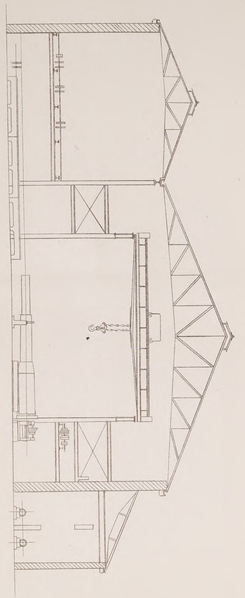
Rear-Admiral E. SIMPSON,
President Gun Foundry Board,
Washington, D. C.

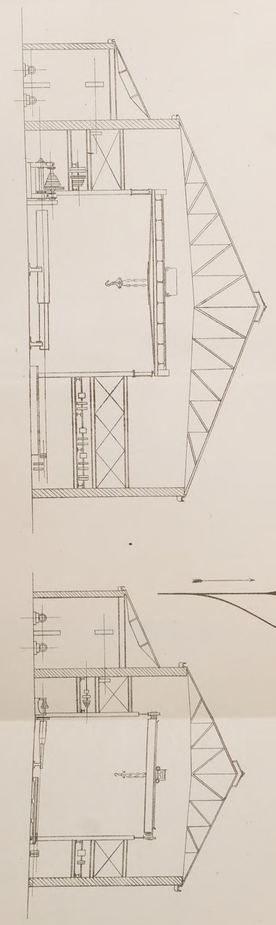
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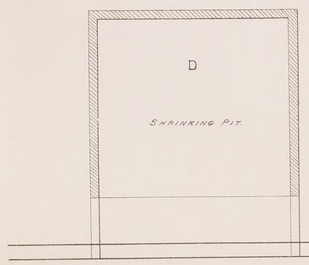
APPENDIX E.

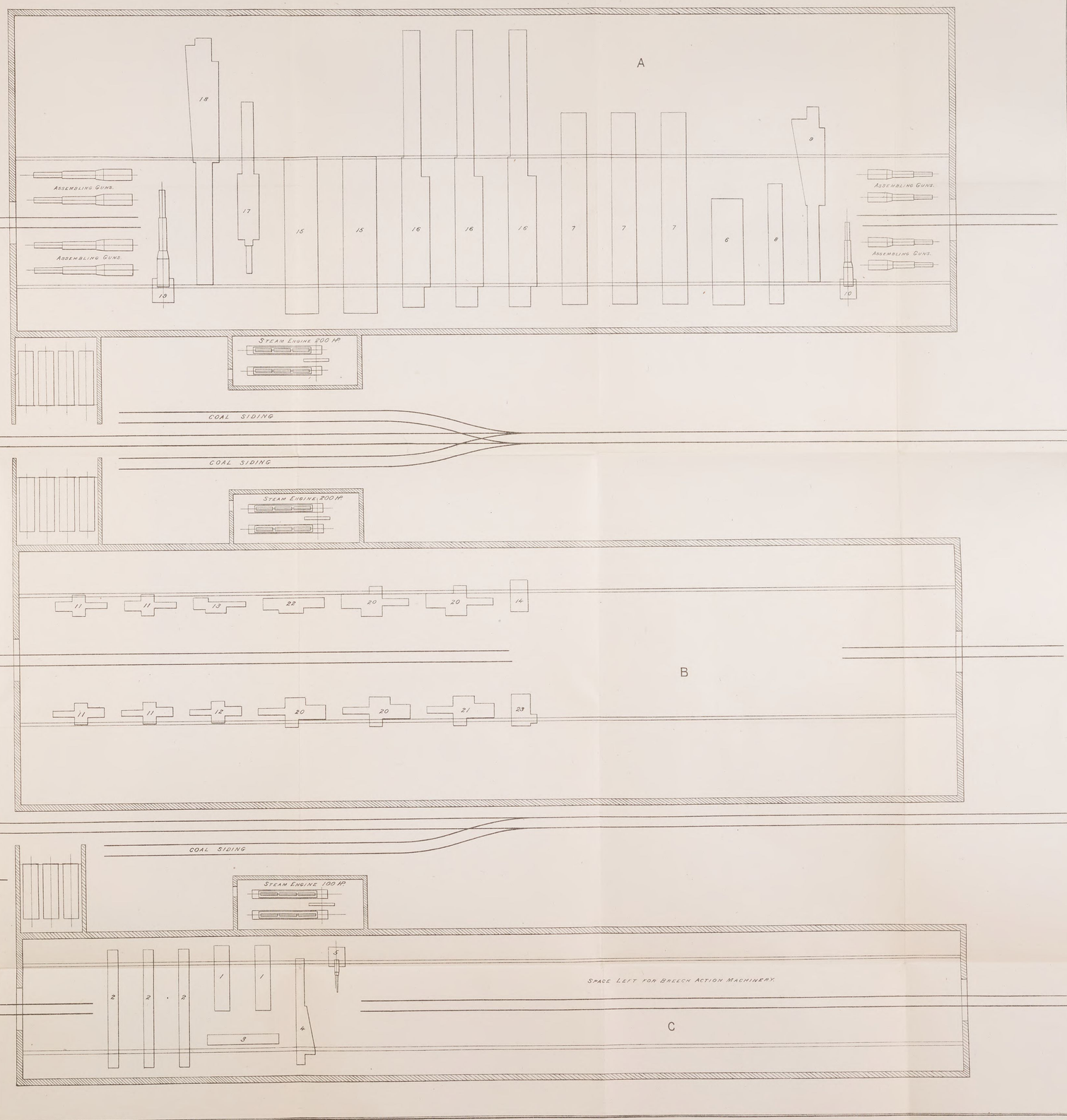
PROPOSED GENERAL ARRANGEMENT OF GUN FACTORY

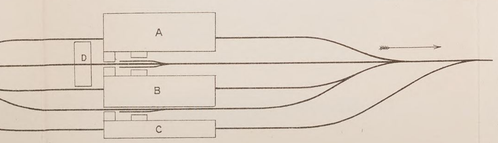
A—Finish Turning & Boring Shop for Heavy Guns.
B— " " " " " " " "
C— " " " " " "Light "
D—Shrinking Pit.



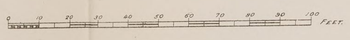








Plan Showing Arrangement of Railways



S. EX. 13, 2, 48.

D. & H. C. Co. R.R.

APPENDIX F.

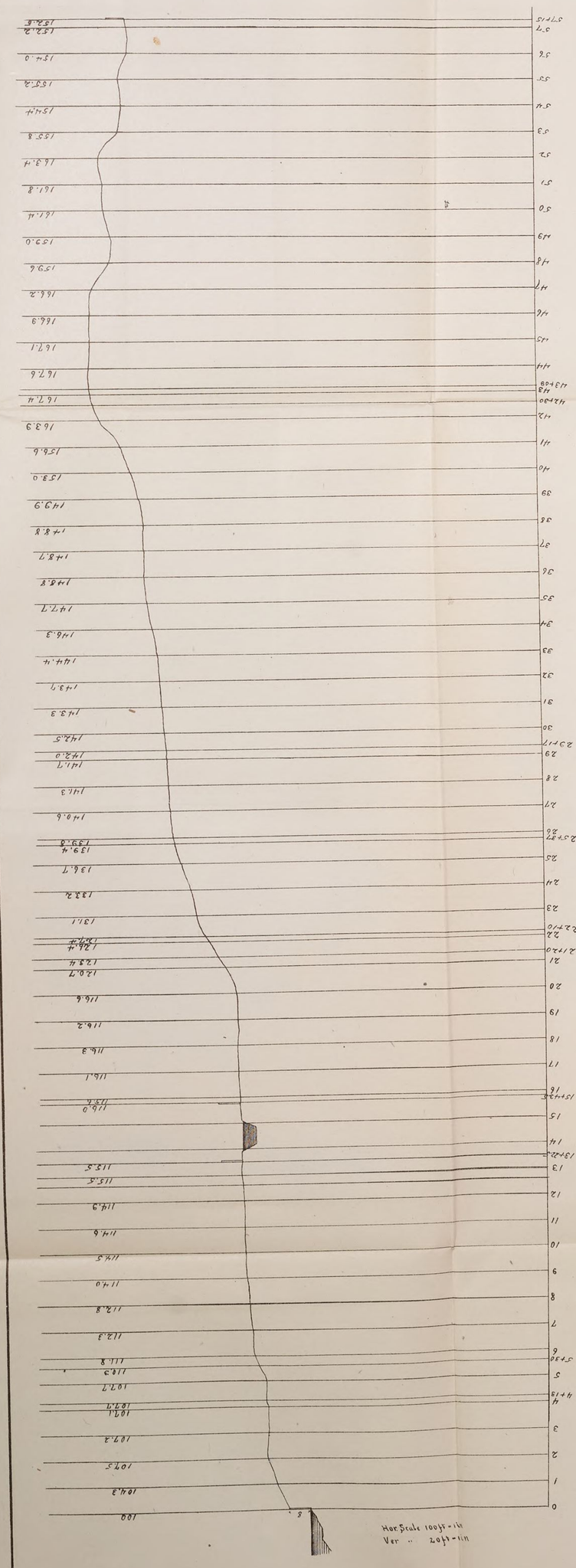
PLAN

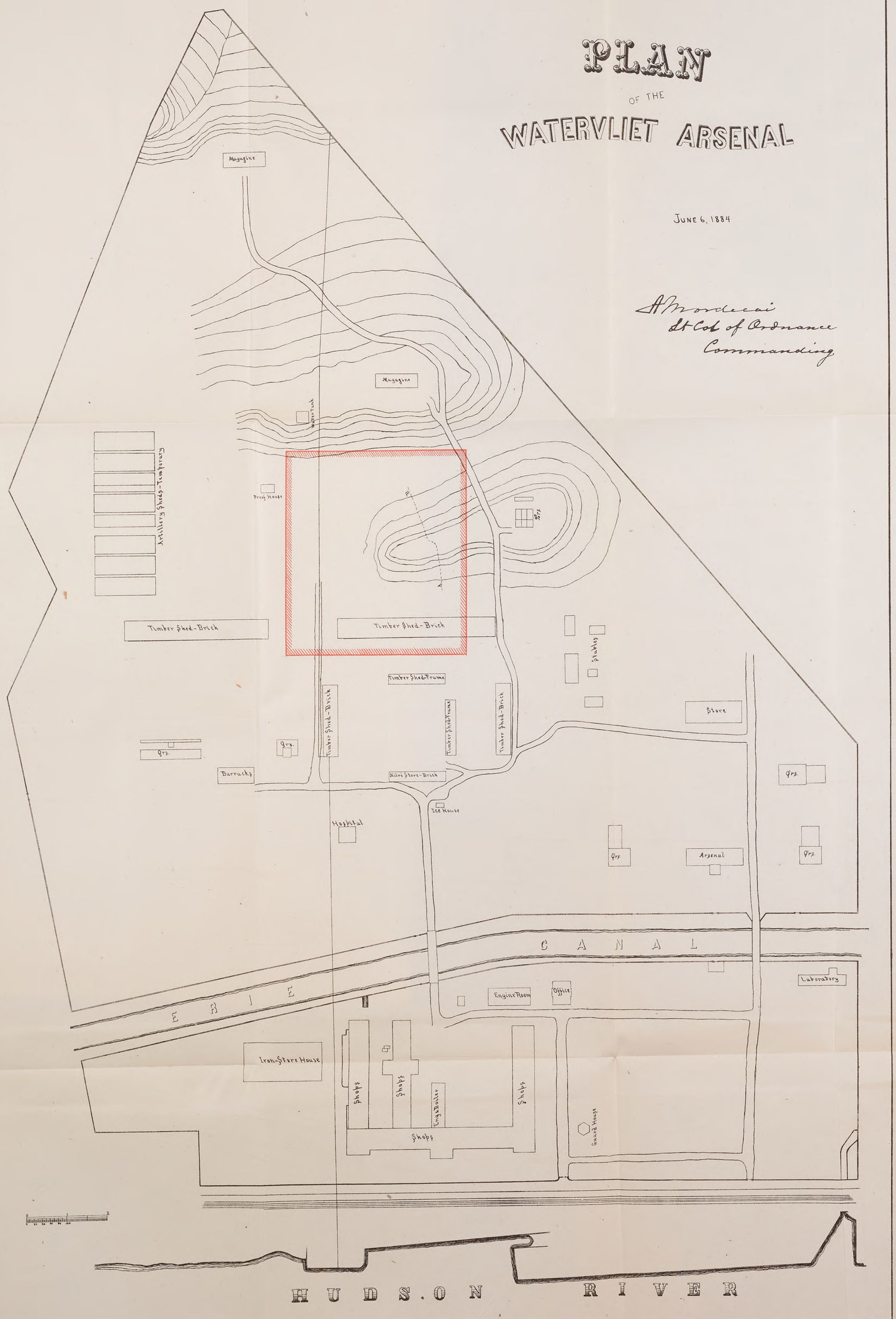
OF THE

WATERVLIET ARSENAL

JUNE 6, 1884

A Mordecai
Lt Col of Ordnance
Commanding





S. EX. 13, 2, 48.

APPENDIX G.

LIST OF MACHINES AND TOOLS FOR ARMY GUN FACTORY.

1. *For guns up to 6-inch caliber.*

Two finish turning-lathes, 7 feet wide, 31 feet long.
Three finish boring-lathes, 5 feet wide, 56 feet long.
One lathe to chamber, cut breech-screws, &c., 5 feet wide, 34 feet long.
One rifling machine, 9 feet wide, 51 feet long.
One milling and drilling machine, 8 feet wide, 22 feet long.
One 10-ton power traveling crane.
Tools for above, including—
A set of turning tools for each finish turning-lathe.
One boring bar with head, and cast steel tools for boring-lathes.
One chambering bar with cutting tools.
One steel bar and cutting tools for screw-cutting and shaping out spaces.
One hollow rifling bar with cutter, adjustment, and cutting tools.
Milling cutter and mortise drills for milling and drilling machines.
The total cost will be about $50,000.

2. *For guns up to 12-inch caliber.*

One finish turning-lathe, 15 feet wide, 51 feet long.
Three finish boring, turning, and chambering lathes, 12 feet wide, 92 feet long.
One machine to cut breech-screw, &c., 7 feet wide, 58 feet long.
One rifling machine, 16 feet wide, 84 feet long.
One milling and drilling machine, 8 feet wide, 37 feet long.
Four combined boring and turning face lathes for hoops, 10 feet wide, 23 feet long.
One combined boring and turning face lathe for trunnion hoops, 10 feet wide, 23 feet long.
One combined boring and turning lathe for trunnions, 7½ feet wide, 25 feet long.
One slotting machine for trunnion hoops, 8 feet wide, 15 feet long.
One 40-ton power traveling crane.
Tools for the above, including—
Cast-iron tubes with steel head and cutter for finish boring.tubes.
Cast-iron tube with steel head and cutters for finish boring-jackets.
One chambering bar.
Fifty assorted turning-tools for finish turning-lathes, and machine for cutting breech screw and spaces.
Cast-iron hollow rifling bar with cutter head, adjustments, steel tube for actuating tool, and cutting tools.

Four milling cutters and mortise drills for milling and drilling machine.

The total cost will be about $150,000.

3. *For guns up to* 16-*inch caliber.*

Two finish turning lathes, 16 feet wide, 75 feet long.

Three finish boring, turning, and chambering lathes, 12½ feet wide, 133 feet long.

One machine to cut breech-screw, &c., 10 feet wide, 82 feet long.

One rifling machine, 15 feet wide, 118 feet long.

One milling and drilling machine, 10 feet wide, 54 feet long.

Four combined boring and turning-face lathes for hoops, 14 feet wide, 32 feet long.

Four combined boring and turning-face lathes for trunnion hoops, 14 feet wide, 32 feet long.

One combined boring and turning lathe for trunnions, 7 feet wide, 29 feet long.

One slotting machine for trunnion hoops, 12 feet wide, 15 feet long.

One 100-ton power traveling crane.

Tools for the above, including—

Two cast-iron tubes, with steel boring head and cutters, for finish boring tubes.

One cast-iron tube, with steel boring head and cutters, for finish boring jackets.

One steel chambering bar.

Fifty assorted turning tools, for finish turning lathes and machine for cutting breech screw and spaces.

One cast-iron hollow rifling bar, with cutter head, adjustments, steel tube for actuating tool, and cutting tools.

Four milling cutters and mortise drills, for the milling and drilling machines.

The cost of above will be about $350,000.

To which add one 100-ton power traveling crane for shrinking pit, $17,500.

Total cost, $367,500.

APPENDIX H.

RECORD OF PROCEEDINGS OF THE ARMY COMMITTEE OF THE GUN FOUNDRY BOARD.

GUN FOUNDRY BOARD, ARMY COMMITTEE,
New York City, May 29, 1884.

The committee met in Army Building at 11 a. m.

All the members present.

The committee examined a tracing of an arrangement of shops for a gun factory prepared from a plan suggested by Messrs. Greenwood and Batley, of Leeds, England. The committee decided to visit Watervliet Arsenal to examine the ground to ascertain if a suitable site for the space required for these buildings could be found. A letter was written to the president of the Gun Foundry Board for the necessary orders to make this journey.

The committee at 12 m. adjourned to meet at Watervliet Arsenal May 30, 1884, at 10 a m.

GUN FOUNDRY BOARD, ARMY COMMITTEE,
Watervliet Arsenal, West Troy, N. Y., May 30, 1884.

The committee met at 10 a. m.

All the members present.

The committee, after a personal examination of the grounds, selected a site which in its opinion seemed most suitable and desirable for the erection of the buildings as represented in the tracing before referred to.

The committee then adjourned subject to the call of the chairman, the members rejoining their respective stations.

S. S. ELDER, U. S. A.,
Major Second Artillery, Member of the Board.

APPENDIX I.

REPORT OF THE NAVAL COMMITTEE OF THE GUN FOUNDRY BOARD.

PHILADELPHIA, PA,
December 6, 1884.

SIR: In pursuance to the action of the Board, May 15, 1884, appointing Rear-Admiral E. Simpson, Capt. E. O. Matthews, and Lieut. W. H. Jaques, of the Navy, a committee to prepare plans and estimates for a gun-factory plant for the Navy at the navy-yard, Washington, D. C., the committee has to report that it has given every detail as careful consideration as practicable, has communicated with a large number of the leading steel workers, machinists, and manufacturers, and has visited those shops where it was informed the best systems could be found, and where the latest developments and modern improvements had been introduced.

The committee was everywhere received with courteous attention, and was enabled to make such examinations of the different methods of construction of buildings, foundations, drainage, roofing, lighting, ventilation, heating, arrangement and character of boilers and engines, disposition of tools, transmission of power, precautions against fire, transportation and storage of material, supervision and economical administration, as were necessary to reply to that portion of the Board's instructions which directed it to "prepare a plan and estimate for the preparation and purchase of plant for a gun factory to complete guns from 6-inch caliber to 16-inch caliber, including buildings and shrinking-pit, and to report the full and detailed estimate for the cost of the work aforesaid."

As a basis on which to make a "full and detailed estimate for the cost of" a factory adequate to "the work aforesaid," the committee proposes a composite building of iron and brick, of the dimensions shown in the accompanying plans (Appendices J).

In designing this building the committee has been guided by the conclusions reached by the Board and set forth in its report of February 16, 1884, under the head of buildings, page 44, and it has adopted the general features approved in that report, to wit:

1. Substantial foundations.
2. Strong but economical superstructures, secure against destruction by fire.
3. Carefully-considered lighting arrangements.
4. Dimensions suited to the most convenient use of the tools, but which avoid waste space under cover.

It was found that similar features had already been embodied in the construction of the new machine shop of the Dickson Manufacturing Company, in Scranton, Pa., and a study of this shop has assisted the committee to its conclusions.

To avoid the very large expenditure for suitable foundations which the wet, marshy character of the larger portion of the yard would require, the factory should be erected on the solid ground east of the avenue leading from the main gate south to the commandant's office, the buildings now occupying this site to be removed. To complete the whole structure on solid ground, as represented in the plans (Appendices J), it will be necessary to purchase a plot of ground (about 300,000 square feet) to the eastward of the present limits of the yard, at an assessed valuation of $13,826 for the land and improvements thereon.

It may be said in this connection that the purchase of this land has been frequently recommended by the authorities of the yard, as shown by the following extract from the report of the civil engineer for the fiscal year ending June 30, 1869:

> The previous reports from this office in relation to this subject have all recommended the extension to be made in the same manner on the east and west sides of the yard. Plans for this purpose are now presented, and it is earnestly and respectfully recommended that the present limits of the yard be extended on the west as far as Canal street, including all south of M street, and on the east as far as Eleventh street, also including all south of M street.

The proposed building will occupy three sides of a rectangle, 600 feet long by 390 feet wide, with an inclosed court-yard 500 feet long and 140 feet in width. The western wing will run parallel to the avenue, at a distance of about 100 feet, the main or southern portion to be advanced towards the river bank as far as the solid ground will permit. The western wing will thus stand on the old ground of the yard, while the eastern wing will occupy the ground to be purchased.

The northern ends of the building and court-yard will be connected by rail with the Baltimore and Potomac Railroad, and the southern ends of each wing and the exits of the main building will be connected by rail with the water front.

The main building will cover a shrinking pit 16 feet in diameter and 18 feet deep, with horizontal re-heating furnaces abreast, and will be provided with two traveling cranes, one of 100 tons and one of 25 tons capacity, of 50 feet hoist and span of 60 feet.

The east wing will contain the tools for the fabrication of the larger classes of guns, up to 16-inch caliber, and will be provided with two traveling cranes, one of 100 tons and one of 30 tons capacity, of 40 feet hoist and span of 60 feet.

The west wing will contain the tools for the fabrication of the smaller guns, and will be provided with one 25-ton traveling crane of 40 feet hoist and span of 40 feet.

The boiler-house, containing six boilers of 100 horse-power each, will be situated in the court yard and will operate four engines, in houses, on the west sides of the wings, as follows: East wing, one of 150 horse-power, and one of 100 horse-power; west wing, one of 100 horse-power and one of 75 horse-power. Exhaust steam will be employed for heating. The lighting will be from the roof and sides, and screens will be fitted under the roof to admit the direct light only from the northward.

The proposed factory will incorporate not only the best disposition of the tools and appliances and the convenient and economical handling of the gun parts, but will provide suitable spaces for the manufacture of gun-carriages, the fitting of projectiles and other ordnance equipments, and the braces and crane-frames will afford foundations for offices, drafting, pattern, standard, and testing rooms, and the galleries for communication and supervision.

Many of the arrangements herein proposed obtain in the new machine-shop of the Dickson Manufacturing Company, at Scranton, Pa., previously referred to, and their advantages are well presented in the following notice of that shop, published in Mechanics of April 21, 1883:

> The arrangement of the shops of the Dickson Manufacturing Company, of Scranton, will strike most of our readers as being especially well considered. The galleries are a feature which is eminently valuable. They have the advantage of concentrating the working force and keeping the small tools within easy reach, while at the same time they are entirely out of the way, and as completely isolated as though in a shop by themselves or on another floor entirely closed in. The gallery also introduces a feature of considerable advantage in making the same roof cover a greater amount of floor space than would be possible under the strictly one-story arrangement. For small tools the amount of head room needed is not by any means as great as for larger ones, and here advantage has been taken to place the large tools in the open space, while the smaller ones are grouped either on the gallery floors or beneath them.

By the completion of the main building, as proposed, and the erection of the wings to a length only sufficient to cover the machines and tools recommended by the Board in its report of February 16, 1884, pages 42 to 44, inclusive, the estimated cost, including the purchase of the land, is $512,000, and the time necessary for completion, one year.

The above estimate, which, in addition to "buildings and shrinking-pit," page 50, Gun Foundry Board's Report, February 16, 1884, includes boiler and engine-houses, boilers and engines, with their connections, fitting of offices, wash and drafting rooms, purchase of additional land, grading and track-laying, and tracks and supports for cranes, is made up of the following items:

Iron-work	$209,473
Frames and glass	62,567
Concrete	31,742
Granite	26,188
Brick-work	66,717
Roofs	11,353
Boiler and engine houses	17,190
Boilers and engines	25,000
Shrinking-pit	2,500
Offices	25,000
Grading and track-laying	20,000
Additional land	13,826
Total	511,556

This factory will meet present demands and be capable of speedy enlargement by the extension of the wings; but as the present war needs of the Navy are roughly estimated at 2,000 guns of various calibers, it is evident that, even with the liberal aid of private industries, the total capacity of the proposed building will be required to equip the Navy with modern artillery within a reasonable time. The additional expense in order to complete the *entire* structure, as proposed, is about $176,000.

In making this estimate the committee has considered the future demands that will undoubtedly be made during the progress and development of ordnance in the United States, and has proposed such an arrangement of shops as will most economically meet these demands. In the preparation of the above plans and estimates the Committee has been assisted by Civil Engineer A. G. Menocal, U. S. Navy.

The estimated cost of tools will be:

Guns up to 6-inch caliber	$50,000
Guns from 6-inch to 12-inch caliber	150,000
Guns from 12-inch to 16-inch caliber	350,000
As stated in the report of the Board previously referred to. In order to accommodate the proposed building, two additional cranes will be required, at a cost of	30,000
The total cost of the tools will be	580,000

The above are prices founded upon estimates obtained from tool-makers who have had years of experience in the manufacture, who have a perfect knowledge of the necessary adaptation to the peculiar demands of gun construction, and whose workmanship is being constantly tested in all the large gun factories in the world.

The committee has made every effort to obtain information as to the ability of our home industries to produce gun tools, and confirms the statement of the Board, page 8 of its report, February 16, 1884, that "no tools or implements" for the fabrication of such guns—*the "heaviest"*—as the act of Congress called for "have been manufactured or are in use in the United States."

While our own tool-makers signify, *in general terms*, their ability to make gun tools of any size and power, the foremost of them admit that much time will be required for the preparation of designs and patterns before they can produce tools equal in power, speed, and adaptability to those recommended by the Board.

It is evident, therefore, that if it is desired to provide the factory with tools within a reasonable time, at a reasonable cost, and with a certainty that they will be able to perform all the work that may be required of them, with a rapidity capable of producing the maximum results, this work must be *inaugurated* with tools of well-established reputation. In this connection it should be borne in mind there are but few firms in Europe who have reached a position of excellence in this specialty, and this has only been achieved after many years of experience and competition.

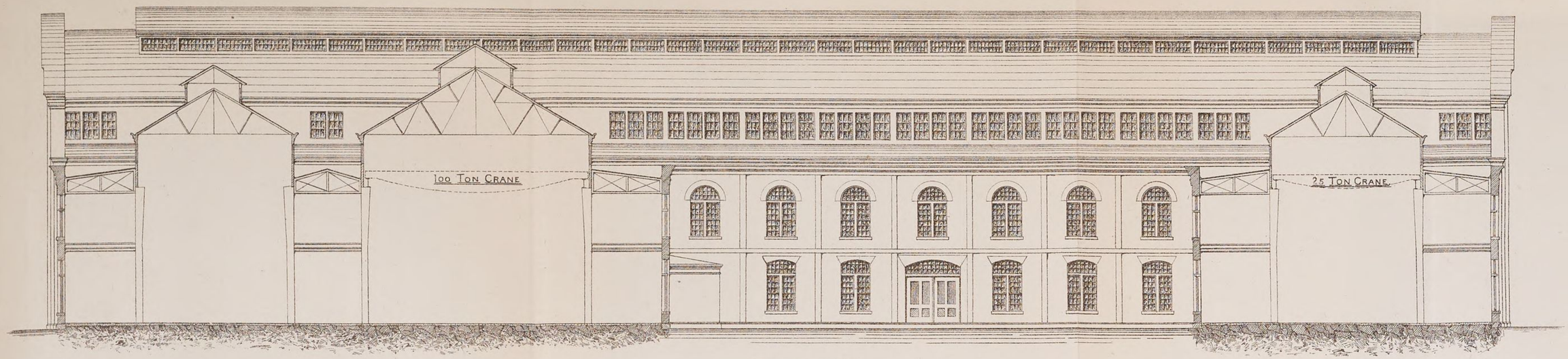
In conclusion the committee reports the following summary of its detailed estimates "for the preparation and purchase of plant for a gun factory to complete guns from 6-inch caliber to 16-inch caliber, including buildings and shrinking-pit":

Buildings and shrinking-pit	$511,556
Tools and implements	580,000
Total	1,091,556

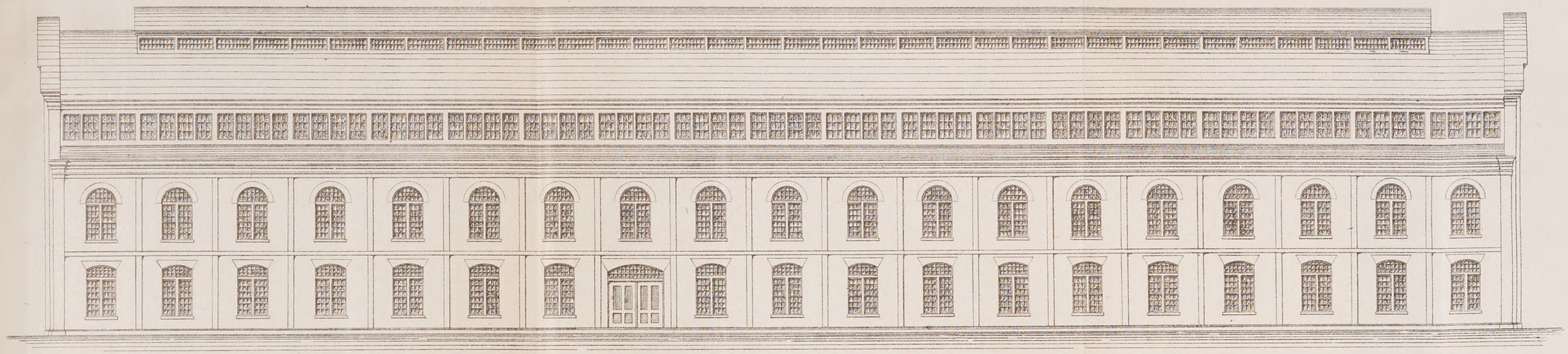
E. SIMPSON,
Rear-Admiral, United States Navy,
Chairman of Committee.
E. O. MATTHEWS,
Captain, United States Navy.
W. H. JAQUES,
Lieutenant, United States Navy.

Rear-Admiral E. SIMPSON, U. S. N.,
President Gun Foundry Board.

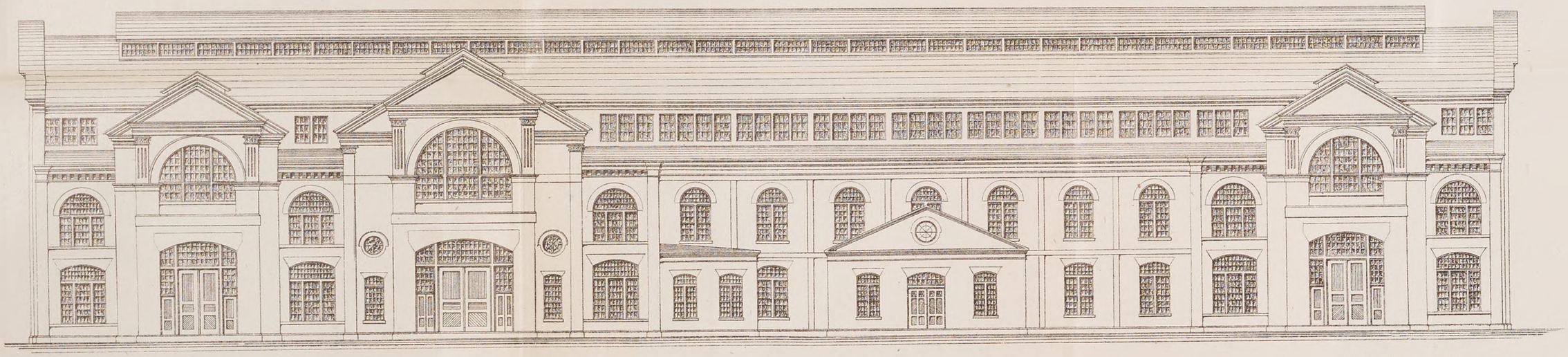
APPENDIX J.—Section and Elevations of Naval Gun Factory.



SECTION A.B.



SOUTH ELEVATION.



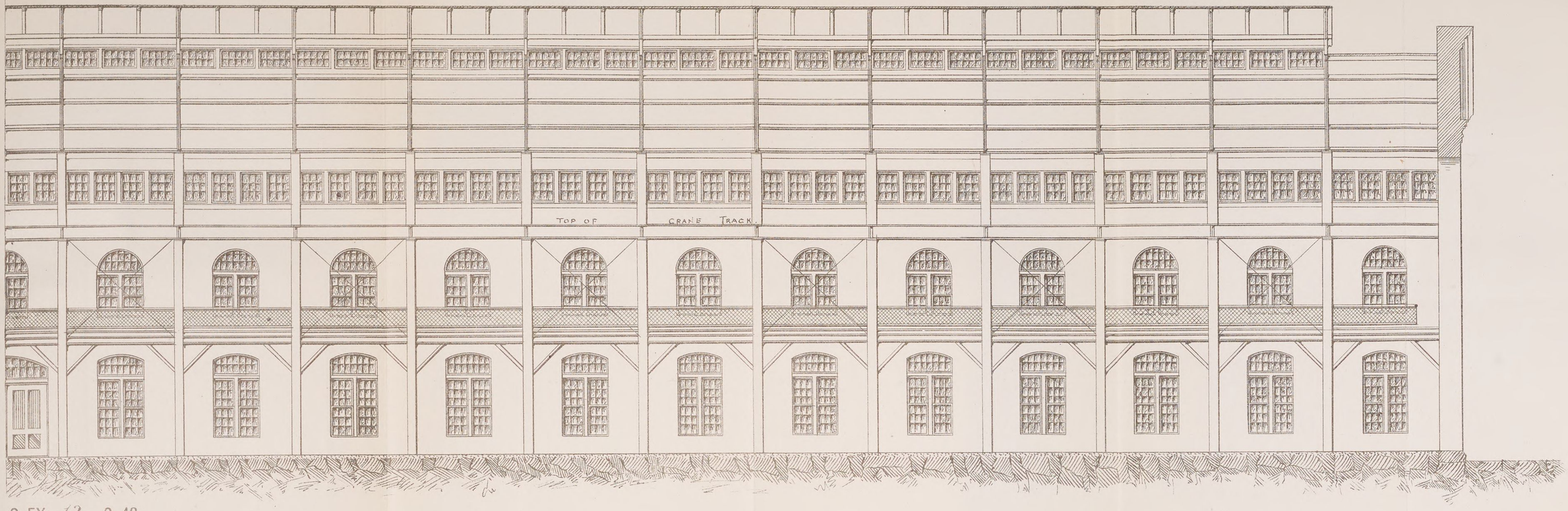
NORTH ELEVATION.

Scale, $\frac{1}{30}'' = 1$ ft.

S. EX. 13, 2, 48.

APPENDIX J.—HALF SECTION. EAST SIDE.

Scale, 15′ = 1″.

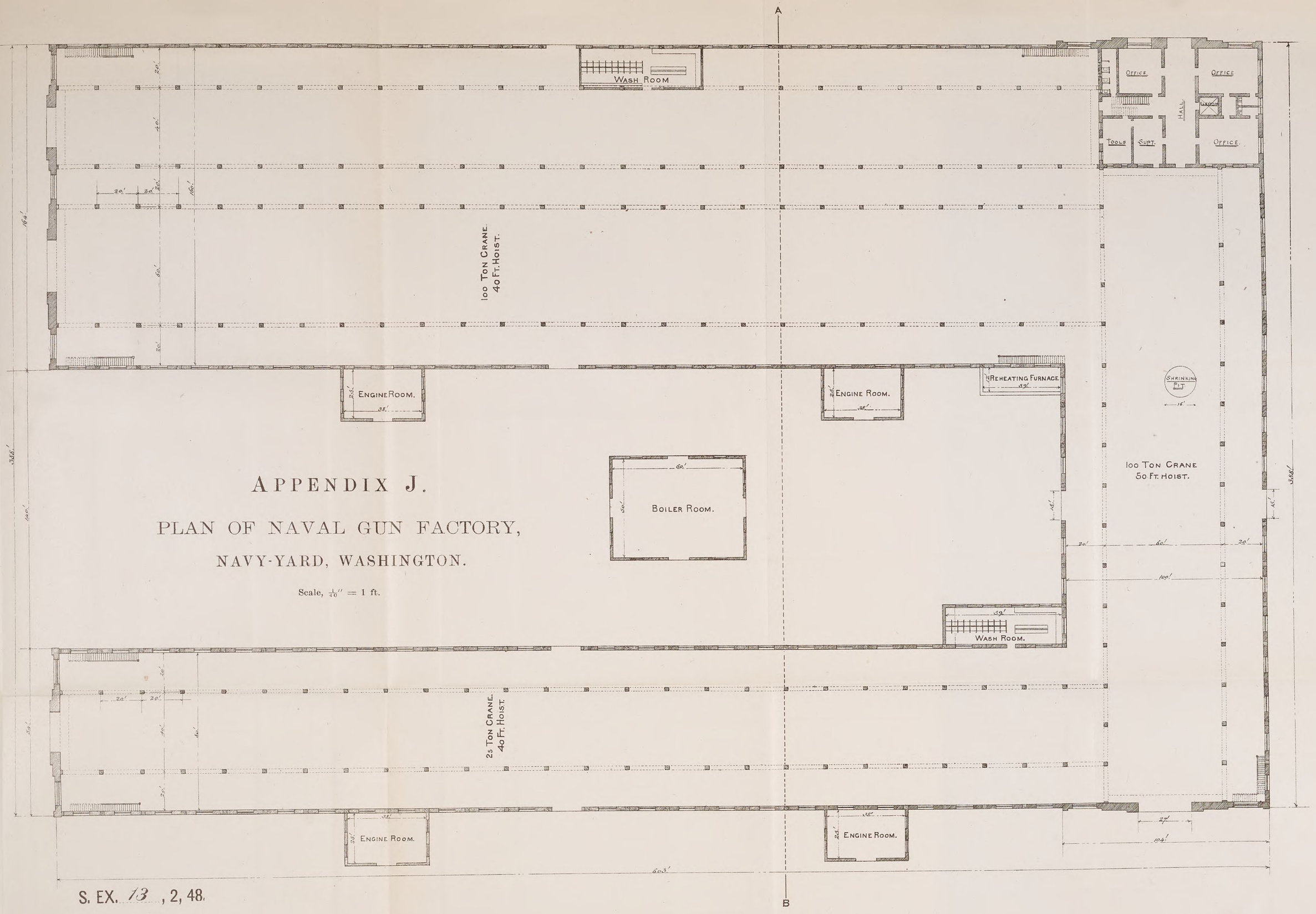


APPENDIX J.

PLAN OF NAVAL GUN FACTORY,

NAVY-YARD, WASHINGTON.

Scale, $\frac{1}{40}$'' = 1 ft.



S. EX. 13, 2, 48.

APPENDIX K.

RECORD OF THE SESSIONS AND PROCEEDINGS OF THE NAVAL COMMITTEE OF THE GUN FOUNDRY BOARD, FROM JUNE 6, 1884, *TO OCTOBER* 27, 1884.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Newport, R. I., Friday, June 6, 1884.

The committee met at 10 a. m., pursuant to the order of president of the Board.

Capt. E. O. Matthews and Lieut. W. H. Jaques present.

Engaged preparing details of plans for gun factory.

At 5 p. m. adjourned to meet to-morrow, Saturday, the 7th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Newport, R. I., Saturday, June 7, 1884.

The committee met at 10 a. m., pursuant to adjournment.

Captain Matthews and Lieutenant Jaques present.

Engaged preparing details of plans for gun factory.

At 5 p. m. adjourned to meet Monday, the 9th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Newport, R. I., Monday, June 9, 1884.

The committee met at 10 a. m., pursuant to adjournment.

Captain Matthews and Lieutenant Jaques present.

Engaged preparing details of plans for gun factory.

At 5 p. m. adjourned to meet subject to call of its chairman.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Thursday, June 19, 1884.

The committee met at 11 a. m., at its chairman's call.

Rear-Admiral Simpson and Lieutenant Jaques present.

Preparing details of plans for gun factory.

At 3 p. m. adjourned to meet to-morrow, Friday, the 20th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Friday, June 20, 1884.

The committee met at 10 a. m., pursuant to adjournment.

Rear-Admiral Simpson and Lieutenant Jaques present.

Proceeded to the Washington navy-yard to inspect proposed site, and continued the preparation of detailed plans for gun factory.

At 3 p. m. adjourned to meet subject to call of chairman.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Tuesday, July 8, 1884.

The committee met at 10 a. m., pursuant to call of its chairman.
Rear-Admiral Simpson and Lieutenant Jaques present.
Preparing plans for gun factory.
Read and filed communication (File Book A, No. 115 A).
At 3.30 p. m. adjourned to meet subject to call of chairman.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
New York, N. Y., Monday, July 14, 1884.

The committee met at 7 p. m., at its chairman's call.
All members present.
Engaged preparing plans for gun factory until 11 p. m., when adjourned to meet to-morrow, Tuesday, the 15th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
New York, N. Y., Tuesday, July 15, 1884.

The committee met at 10 a. m., pursuant to adjournment.
All members present.
Inspected the boilers, &c., of the New York Steam Heating Company, and the construction of the Grand Central Depot and Seventh Regiment Armory.
At 3 p. m. adjourned to meet to-morrow, Wednesday, the 16th instant, at 10 a. m., in Philadelphia, Pa.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Philadelphia, Pa., Wednesday, July 16, 1884.

The committee met at 10 a. m., pursuant to adjournment.
All members present.
Inspected the Midvale Steel Works, Nicetown, and the machine-shops of William Sellers and Company, in Philadelphia.
At 4 p. m. adjourned to meet to-morrow, Thursday, the 17th instant, at 9 a. m., in Scranton, Pa.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Scranton, Pa., Thursday, July 17, 1884.

The committee met at 9 a. m., pursuant to adjournment.
Captain Matthews and Lieutenant Jaques present.
Inspected the machine-shops of the Dickson Manufacturing Company, the Scranton Steel Works, and the Delaware, Lackawanna and Western Steel Works.
At 6 p. m. adjourned to meet to-morrow, Friday, the 18th instant, at 10 a. m., in Washington, D. C.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Friday, July 18, 1884.

The committee met at 10 a. m., pursuant to adjournment.

All members present.

Proceeded to the Washington navy-yard, and with Civil Engineer Menocal, continued the preparation of plans and estimates for gun factory.

At 3 p. m. adjourned to meet subject to the call of chairman.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Newport, R. I., Friday, September 12, 1884.

Tbe committee met at 7.30 a. m., Captain Matthews and Lieutenant Jaques present.

Read and filed communications (File Book A, Nos. 118, A, B, C, D).

Preparing plans for gun factory until 1 p. m., when adjourned to meet to-morrow, Saturday, the 13th instant, at 11 a. m., in Bridgewater, Mass.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Bridgewater, Mass., Saturday, September 13, 1884.

The committee met at 11 a. m., pursuant to adjournment.

Captain Matthews and Lieutenant Jaques present.

Inspected the works of the Bridgewater Iron Company, and at 4 p. m. adjourned to meet Monday, the 15th instant, at 9.30 a. m., in Nashua, N. H.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Nashua, N. H., Monday, September 15, 1884.

The committee met at 9.30 a. m., pursuant to adjournment.

Captain Matthews and Lieutenant Jaques present.

Inspected the works of the Nashua Iron and Steel Company, and at 3 p. m. adjourned to meet to-morrow, Tuesday, the 16th instant at 10 a. m., in Fitchburg, Mass.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Fitchburg, Mass., Tuesday, September 16, 1884.

The committee met at 9.30 a. m., pursuant to adjournment.

Captain Matthews and Lieutenant Jaques present.

Inspected the machine-shops of the Fitchburg Machine Company and the Putnam Machine Company.

Filed communication (File Book A, No. 118 E).

At 5 p. m. adjourned to meet to-morrow, Wednesday, the 17th instant, at 9 a. m., in Troy, N. Y.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Troy, N. Y., Wednesday, September 17, 1884.

The committee met at 9 a. m., pursuant to adjournment.

Captain Matthews and Lieutenant Jaques present.

Inspected the Troy and Rensselaer Steel Works (Albany Iron Works —Albany and R. Iron and Steel Company), and at 3 p. m. adjourned to meet to-morrow, Thursday, the 18th instant, at 11 a. m., in Hartford, Conn.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Hartford, Conn., Thursday, September 18, 1884.

The committee met at 11 a. m., pursuant to adjournment.
Captain Matthews and Lieutenant Jaques present.
Inspected the shops of the Colt Manufacturing Company, and at 5 p. m. adjourned to meet to-morrow, Friday, the 19th instant, at 9 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Hartford, Conn., Friday, September 19, 1884.

The committee met at 9 a. m., pursuant to adjournment.
Captain Matthews and Lieutenant Jaques present.
Inspected the shops of the Pratt and Whitney Machine Company, and at 1 p. m. adjourned to meet subject to chairman's call.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Wednesday, September 24, 1884.

The committee met at 10 a. m., at its chairman's call.
Rear-Admiral Simpson and Lieutenant Jaques present.
Engaged preparing plans for gun factory until 3 p. m., when adjourned to meet to-morrow, Thursday, the 25th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Thursday, September 25, 1884.

The committee met at 10 a. m., pursuant to adjournment.
Rear-Admiral Simpson and Lieutenant Jaques present.
Proceeded to the Washington navy-yard, and with Civil Engineer Menocal continued the preparation of plans and estimates for gun factory.
At 3 p. m. adjourned to meet to-morrow, Friday, the 26th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Friday, September 26, 1884.

The committee met at 10 a. m., pursuant to adjournment.
Rear-Admiral Simpson and Lieutenant Jaques present.
Preparing plans for gun factory until 4 p. m., when adjourned to meet to morrow, Saturday, the 27th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Saturday, September 27, 1884.

The committee met at 10 a. m., pursuant to adjournment.
Rear-Admiral Simpson and Lieutenant Jaques present.
Preparing plans for gun factory and with the Secretaries of War and the Navy inspected the progress of the manufacture of the all-steel guns (from 5-inch to 10-inch caliber) at the Washington navy-yard.
At 5 p. m. adjourned to meet subject to chairman's call.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Cleveland, Ohio, Monday, October 6, 1884.

The committee met at meridian at the chairman's call.

Captain Matthews and Lieutenant Jaques present.

Inspected the works of the Otis Iron and Steel Company, and at 10 p. m. adjourned to meet to-morrow, Tuesday, the 7th instant, at 8 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Cleveland, Ohio, Tuesday, October 7, 1884.

The committee met at 8 a. m., pursuant to adjournment.

Captain Matthews and Lieutenant Jaques present.

Proceeded to Alliance, Ohio, and inspected the machine shops of the Morgan Engineering Company.

At 5 p. m. adjourned to meet to-morrow, Wednesday, the 8th instant, at 9 a. m., in Pittsburgh, Pa.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Pittsburgh, Wednesday, October 8, 1884.

The committee met at 9 a. m., pursuant to adjournment; proceeded to Bessemer Station, Pennsylvania, and inspected the shops of the Edgar Thomson Steel Works.

At 3 p. m. adjourned to meet to-morrow, Thursday, the 9th instant, at 9 a. m., in Washington, D. C.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Thursday, October 9, 1884.

The committee met at 9 a. m., pursuant to adjournment.

Captain Matthews and Lieutenant Jaques present.

Proceeded to the Washington navy-yard, and, with Civil Engineer Menocal, continued the preparation of plans and estimates for gun factory.

At 5 p. m. adjourned to meet Monday, the 13th instant, at 11 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Monday, October 13, 1884.

The committee met at 11 a. m., pursuant to adjournment.

All members present.

Proceeded to the Washington navy-yard, and, with Civil Engineer Menocal, continued the preparation of plans and estimates for gun factory.

At 5 p. m. adjourned to meet to-morrow, Tuesday, the 14th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Tuesday, October 14, 1884.

The committee met at 10 a. m., pursuant to adjournment.

All members present.

Proceeded to the Washington navy-yard, and, with Civil Engineer Menocal, continued the preparation of plans and estimates for gun factory. Sent communications (Letter Book, pp. 34, 35).

At 3 p. m. adjourned to meet subject to the chairman's call.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Tuesday, October 21, 1884.

By direction of chairman of committee, sent communication (Letter Book, p. 36).

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Wednesday, October 22, 1884.

The committee met at 10 a. m., at its chairman's call.

All members present.

Proceeded to the Washington navy-yard, and, with Civil Engineer Menocal, continued the preparation of plans and estimates for gun factory. Prepared draft of committee report. Read and filed communication (File Book A, No. 119).

At 5 p. m. adjourned to meet to-morrow, Thursday, the 23d instant, at 9 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Thursday, October 23, 1884.

The committee met at 9 a. m., pursuant to adjournment.

All members present.

Proceeded to the Washington navy-yard, and, with Civil Engineer Menocal, continued the preparation of plans and estimates for gun factory. Witnessed the operation of jacketing one of the Navy 8-inch all-steel hooped rifles. Prepared draft of committee report. Read and filed communication (File Book A, No. 120). Sent communication (Letter Book, p. 41).

At 5 p. m. adjourned to meet to-morrow, Friday, the 24th instant, at 9 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Friday, October 24, 1884.

The committee met at 9 a. m., pursuant to adjournment.

All members present.

Prepared draft of committee report. Read and filed communication (File Book A, No. 121). Sent communication (Letter Book, p. 44).

At 4 p. m. adjourned to meet to-morrow, Saturday, the 25th instant, at 9 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Saturday, October 25, 1884.

The committee met at 9 a. m., pursuant to adjournment.

All members present.

Proceeded to the Washington navy-yard, and, with Civil Engineer Menocal, continued the preparation of plans and estimates. Proceeded to the Bureau of Ordnance, Navy Department, and, with Capt. Montgomery Sicard, U. S. Navy, Chief of the Bureau, and Commander C. F. Goodrich, U. S. Navy, inspector of ordnance of the Washington navy-yard, carefully reconsidered the requisites of a gun-factory plant for the fabrication of modern cannon. Sent communications (Letter Book, pp. 45, 46, 47).

At 5 p. m. adjourned to meet Monday, the 27th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVAL COMMITTEE,
Washington, D. C., Monday, October 27, 1884.

The committee met at 10 p. m., pursuant to adjournment.
All members present.
Sent communication (Letter Book, p. 50).
The committee then proceeded to a general meeting of the Board.

W. H. JAQUES,
Lieutenant, U. S. Navy.

APPENDIX L.

[Office of the American Iron and Steel Association, No. 261 South Fourth street.]

PHILADELPHIA, *November* 1, 1884.

GENTLEMEN: You are already familiar with the action of the Government in appointing a Gun Foundry Board for the purpose of obtaining and reporting to Congress information relating to the best methods to be adopted to supply the Army and Navy of the United States with heavy ordnance adapted to modern warfare. In February last the Board submitted to Congress an elaborate report, with the details of which you are also already familiar. The Board is charged with the duty of presenting an additional report to Congress at the beginning of the next session, on the first Monday in December next. This report is expected to be one of great interest to the manufacturers of steel in this country, as it will probably contain definite suggestions for the manufacture of gun material for the Government, to be made of steel. It may be added that the interest taken by Congress at its last session in the general proposition to establish in this country the manufacture of modern steel guns leads to the inference that this branch of the Government will at its next session take definite action providing a liberal permanent appropriation for the supply of material for the manufacture of these guns. Before presenting its additional report the Board is desirous of receiving from the manufacturers of steel in this country more definite proposals than it has yet received from any of them for the manufacture of gun material. No satisfactory responses have been received to a circular letter which has been addressed by the Board to each of the manufacturers who were supposed to be prepared to submit the proposals referred to. The Board has especially received no propositions which could guide it in stating to Congress what size of contract would induce manufacturers to undertake the manufacture of gun material, or in what installments it would be desirable that appropriations for this purpose should be made.

With the view of obtaining more definite information from steel manufacturers than has yet been received, I am officially advised by the president of the Gun Foundry Board that a consultation is desired by its members with representatives of such firms of steel manufacturers as are willing to seriously consider the questions submitted by the Board, and I am requested to arrange a meeting of these representatives with the members of the Board. In accordance with this request, and after consultation with members of our executive committee, I respectfully invite your firm to send one or more representatives to confer with the Gun Foundry Board, at the office of the American Iron and Steel Association, at Philadelphia, on Tuesday, November 11, 1884, at 11 o'clock a. m., at which time and place an opportunity will be offered for a general consultation with representatives of all the firms, and also for subsequent private consultations, if desired. The sessions of the Board will

probably be continued for three days, but it is very important that at the first session there be a full attendance of all who intend to be present at the conference.

I will thank you to advise me promptly whether or not your firm will be represented at the conference, and if so, will you please furnish me with the name of your representative, or with the names of your representatives if you conclude to send more than one?

Very respectfully, yours,

JAMES M. SWANK,
Secretary.

APPENDIX M.

RECORD OF RECONVENING, SESSIONS, AND PROCEEDINGS OF THE GUN FOUNDRY BOARD, FROM MAY 15, 1884, *to DECEMBER* 20, 1884.

GUN FOUNDRY BOARD,
Ebbitt House, Washington, D. C., Thursday, May 15, 1883.

The Board met at 11 a. m., in accordance with the instructions of the honorable Secretary of War (Appendix A) and the honorable Secretary of the Navy (Appendix B) and the order of its president.

All members present.

The instructions were read by the president.

Received, indorsed (Letter Book, p. 17), and returned a communication from the Louisville Board of Trade, forwarded by Hon. A. S. Willis through the Navy Department. Sent communications (Letter Book, pp. 15, 18, 20) and a copy of the Board's report of February 16, 1884, to J. W. Wright, superintendent Board of Trade, Louisville, Ky. Prepared a circular letter (Appendix C) and sent it to the following steel works:

Nashua Iron and Steel Company, Nashua, N. H.
Bridgewater Iron Company, Bridgewater, Mass.
Norway Steel and Iron Works.
Naylor & Co., 6 Oliver street, Boston, Mass.
Albany and Rensselaer Iron and Steel Company, Troy, N. Y.
Newark Steel Works, Newark, N. J.
New Jersey Steel and Iron Company, Trenton, N. J.
Midvale Steel Company, Nicetown, Philadelphia, Pa.
Bethlehem Iron Works, Bethlehem, Pa.
Pennsylvania Steel Works, Steelton, Pa.
Standard Works, 220 South Fourth street, Philadelphia, Pa.
Black Diamond Steel Works.
Park Brothers & Co., Pittsburgh, Pa.
Edgar Thomson Steel Works, 48 Fifth avenue, Pittsburgh, Pa.
Pittsburgh Steel Works, Pittsburgh, Pa.
Spang Steel and Iron Company, limited, Pittsburgh, Pa.
Cambria Iron and Steel Works, Johnstown, Pa.
Tredegar Iron and Steel Works, Richmond, Va.
Cleveland Rolling Mill Company, Cleveland, Ohio.
Otis Iron and Steel Works, Cleveland, Ohio.
Portsmouth Iron and Steel Works, Portsmouth, Ohio.
North Chicago Rolling Mill Company, Chicago, Ill.
Springfield Iron Company's Iron and Steel Works, Springfield, Ill.

Copies were also sent to Mr. J. M. Swank, secretary of the American Iron and Steel Association, for circulation and publication in the Bulletin of the association.

Rear-Admiral E. Simpson, Capt. E. O. Matthews, and Lieut. W. H. Jaques, of the Navy, were appointed a committee to prepare a plan and

estimates for a gun-factory plant for the Navy at the navy-yard, Washington, D. C., in accordance with the precept; and Col. T. G. Baylor, Ordnance Department, Lieut. Col. Henry L. Abbot, Engineer Corps, and Maj. Samuel S. Elder, Second Artillery, of the Army, were appointed a committee to prepare a plan and estimates for a gun-factory plant for the Army at the Watervliet arsenal, West Troy, N. Y., in accordance with the precept.

At 3 p. m. adjourned, subject to call of the president.

GUN FOUNDRY BOARD,
From May 15 to October 27, 1884.

The committees appointed by the Board engaged in their duties. By direction of the president, sent the following communications: May 20, 1884 (Letter-book, p. 19); June 3, 1884 (Letter-book, pp. 23, 24); June 4, 1884 (Letter-book, p. 28); June 13, 1884 (Letter-book, p. 31); June 14, 1884 (Letter-book, p. 32); July 18, 1884 (Letter-book, p. 33); October 25, 1884 (Letter-book, pp. 48, 49).

GUN FOUNDRY BOARD, NAVY DEPARTMENT,
Washington, D. C., Monday, October 27, 1884.

The Board met at 11 a. m. at the call of its president.

All members present.

The record of the last meeting was read and approved.

The Board then proceeded to read and file communications (File-book A, Nos. 102 to 118, inclusive, and No. 122).

Engaged reading reports and examining the plans presented by the two committees appointed May 15, 1884.

At 4 p. m. adjourned to meet to-morrow, Tuesday, the 28th instant, at 10 a. m.

GUN FOUNDRY BOARD, NAVY DEPARTMENT,
Washington, D. C., Tuesday, October 28, 1884.

The Board met at 10 a. m. pursuant to adjournment.

All members present.

The record of the last meeting was read and approved. The reports and records of proceedings of the two committees appointed May 15, 1884, to prepare detailed plans and estimates for gun-factory plants were presented and considered.

No satisfactory replies having been received from the manufacturers addressed by the Board in its circular letter of May 15, 1884, it was decided to address a communication (Letter-book, p. 51) to Mr. James M. Swank, secretary of the American Iron and Steel Association, requesting him to effect a meeting of the Board with the representatives of the leading firms engaged in steel manufactures in the United States in order that a conclusion might be reached as to the probability of receiving from them any proposals for the supply of gun material.

Read and filed communication (File-book A, No. 123).

At 3 p. m. adjourned to meet subject to call of the president.

GUN FOUNDRY BOARD,
Philadelphia, Pa., Tuesday, November 11, 1884.

The Board met at 11 a. m. at the call of its president.

All members present except Captain Matthews, U. S. N., detained by fog.

The record of the last meeting was read and approved.

Proceeded to the offices of the American Iron and Steel Association, and met the following representatives of the leading firms engaged in steel manufacture in the United States:

Joseph R. Anderson, president of the Tredegar Iron Company, of Richmond, Va.; Samuel L. Felton, president, and Maj. L. S. Bent, vice-president and general manager, of the Pennsylvania Steel Company, of Steelton, Pa.; Edward Y. Townsend, president, and Powell Stackhouse, vice-president, of the Cambria Iron Company, of Johnstown, Pa.; William Sellers, president, and R. W. Davenport, superintendent, of the Midvale Steel Company, of Philadelphia, Pa.; John Fritz, superintendent, and Joseph Wharton, a director, of the Bethlehem Iron Company, of Bethlehem, Pa.; William G. Neilson, manager of the Standard Steel Works, of Lewistown, Pa.; Chester Griswold, vice-president of the Albany and Rensselaer Iron and Steel Company, of Troy, N. Y.

The stenographic minutes of the proceedings are filed (File-book A, No. 142 A).

Read and filed communications to Naval Committee of Gun Foundry Board (File-book A, Nos. 124 to 126 inclusive, and 129).

Read and filed communications (File-book A, Nos. 127, 128, and 130 to 142 inclusive). Sent communications (Letter-book, pp. 55, 60, 61, 62, 67).

At 5 p. m. adjourned to meet to-morrow, Wednesday, the 12th instant, at 9 a. m.

GUN FOUNDRY BOARD,
Philadelphia, Pa., November 12, 1884.

The Board met at 9 a. m. pursuant to adjournment.

All members present.

The record of the last meeting was read and approved.

At the request of the administration of the Bethlehem Iron Company, proceeded to Bethlehem, Pa., and inspected that company's works.

At 7 p. m. adjourned to meet to-morrow, Thursday, the 13th instant, at 10 a. m.

GUN FOUNDRY BOARD,
Philadelphia, Pa., Thursday, November 13, 1884.

The Board met at 10 a. m., pursuant to adjournment.

All members present.

The record of the last meeting was read and approved.

Messrs. William Sellers, president, and R. W. Davenport, superintendent, of the Midvale Steel Company; Edward Y. Townsend, president, and Powell Stackhouse, vice-president, of the Cambria Iron Company, appeared at their own requests before the Board and submitted verbal responses to the inquiries addressed them by the Board on Tuesday, November 11.

At 4 p. m. adjourned to meet to-morrow, Friday, the 14th instant, at 8 a. m.

GUN FOUNDRY BOARD,
Philadelphia, Pa., Friday, November 14, 1884.

The Board met at 8 a. m., pursuant to adjournment.
All members present.
The record of the last meeting was read and approved.
At the request of the administration of the Pennsylvania Steel Company, proceeded to Steelton, Pa., and inspected that company's works.
At 4 p. m. adjourned, to meet subject to the call of its president.

GUN FOUNDRY BOARD,
NAVY DEPARTMENT,
Washington, D. C., Thursday, November 20, 1884.

By direction of the president of the Board, sent communications (Letter-book, pp. 68, 69).

GUN FOUNDRY BOARD,
Philadelphia, Pa., Friday, December 5, 1884.

The Board met at 10 a. m., at the call of its president.
All members present.
The record of the last meeting was read and approved.
Continued the consideration of the two committee reports and revised draft of supplementary report. Read and filed communications (File-book A, Nos. 143 to 154, inclusive). Sent communication (Letter-book, p. 70, A).
At 11.30 p. m. adjourned, to meet to-morrow, Saturday, the 6th instant, at 9 a. m.

GUN FOUNDRY BOARD,
Philadelphia, Pa., Saturday, December 6, 1884.

The Board met at 9 a. m., pursuant to adjournment.
All members present.
The record of the last meeting was read and approved. Adopted the reports of the two committees and the supplementary report of the Board. Sent communication (Letter-book, p. 70).
The Board resolved that its president, when he deems expedient, shall communicate with all who have furnished the Board with confidential drawings and documents, and request instructions as to the disposition of said confidential communications.
At 2 p. m. adjourned, to meet subject to call of the president.

GUN FOUNDRY BOARD,
NAVY DEPARTMENT,
Washington, D. C., Wednesday, December 10, 1884.

By direction of the president of the Board, sent communication (Letter-book, p. 72).

GUN FOUNDRY BOARD,
NAVY DEPARTMENT,
Washington, D. C., Saturday, December 13, 1884.

By direction of the president of the Board, filed communications (File-book A, Nos. 155 156); and sent communication (Letter-book, p. 75).

GUN FOUNDRY BOARD,
NAVY DEPARTMENT,
Washington, D. C., Sunday, December 14, 1884.

By direction of the president of the Board, sent communication (Letter-book, p. 76).

GUN FOUNDRY BOARD,
NAVY DEPARTMENT,
Washington, D. C., December 20, 1884.

By direction of the president of the Board, delivered supplementary report and communications (Letter-book, pp. 79, 80) to the honorable Secretaries of War and the Navy, and the Board adjourned *sine die*.

LIEUTENANT W. H. JAQUES,
United States Navy, Member and Secretary of the Board.

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48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 14.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

A letter from the Commissioner of Indian Affairs with reference to the appropriation of $2,000 for the purchase of teams, &c., for the Lawrence school.

JANUARY 5, 1885.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 29, 1884.

SIR: I have the honor to transmit herewith copy of a communication of 27th instant, from the Commissioner of Indian Affairs, with inclosures, recommending that a portion of the $2,000 appropriated for the purchase of teams and agricultural implements for the Lawrence school during the current fiscal year, and not required for that purpose, may be expended in the purchase of materials for the construction of wash-house, blacksmith and carpenter shops, fencing, &c., and he submits a draft of a clause which he recommends to be incorporated in the Indian appropriation bill now in committee, conferring the requisite authority for such diversion of said fund.

I concur in the recommendation of the Commissioner.

Very respectfully,

H. M. TELLER,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 27, 1884.

SIR: I respectfully forward herewith communication of the 16th instant, from Superintendent Marvin, in which he states that only a small part of the $2,000 appropriated for the purchase of teams and agricultural implements for the Lawrence school during this fiscal year will be required. On the other hand the school is in sore need of materials for wash-house, blacksmith and carpenter shops, fencing, &c. If the materials were furnished, the school boys could do the work.

I therefore recommend that the inclosed clause be inserted in the bill making appropriation for the Indian service for the fiscal year ending June 30, 1886.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,
INDIAN SCHOOL SERVICE, HASKELL INSTITUTE,
Lawrence, Kans., December 16, 1884.

DEAR SIR: Estimates for agricultural implements, &c., under the appropriation for this year will require only a small part of the $2,000. We do need lumber for construction of tanks at stock wells, for wash-house, blacksmith shop, carpenter shop, garden fences, poultry house and yard, &c.

The carpenter can use his force in making real improvements if he has the materials. Can you secure a modification of the act appropriating that $2,000, so as to make it available for the purposes named?

The carpenter shop is now in narrow quarters in the basement of boys' dormitory. The rooms are needed for sitting-room and store-room, and the shop is in a place to endanger the whole group of buildings.

The laundry is in a tool-house not more than half the size required. No blacksmith shop is up, though we have an Indian who could do our work, and several boys who wish to learn the trade.

We do not ask for lumber to be used up in training boys to use tools, but in teaching them how to construct buildings, &c., for common purposes. The carpenter should have seasoned lumber at command.

Please give this statement the proper direction.

Respectfully,

JAMES MARVIN, *Superintendent.*

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

Clause to be inserted in the Indian appropriation bill in connection with appropriation for the support of the Industrial School at Lawrence, Kans., during the fiscal year ending June 30, 1886.

And the Secretary of the Interior be, and hereby is, authorized to expend so much of the sum of $2,000 appropriated for the purchase of teams, wagons, and farm implements for said school in the act approved July 4, 1884, as he may deem necessary in fencing, erection of buildings, and other improvements for the benefit of that school.

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48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 15.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In answer to Senate resolution of April 22, 1884, report of the Engineers concerning the Portage Lake and Lake Superior Ship-Canal.

JANUARY 5, 1885.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
Washington City, December 24, 1884.

The Secretary of War has the honor to transmit to the United States Senate a report of the Chief of Engineers, dated the 22d instant, together with a copy of a report of Lieut. Col. O. M. Poe, Corps of Engineers, dated the 6th instant, the same being transmitted in response to the resolution of the Senate of April 22, 1884, calling for a detailed report concerning the Portage Lake and Lake Superior Ship-Canal; the interest of the State of Michigan therein; the rights, title, &c., of the Portage Lake and River Improvement Company (so called) thereto, and the terms and conditions upon which it would be just and proper for the United States to procure and take possession of said canal and improvement for the purpose of making the same a free water-way for the use and benefit of navigation and commerce.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE, UNITED STATES SENATE.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., December 22, 1884.

SIR: I have the honor to return herewith the resolution of the Senate of the United States of April 22, 1884, calling for detailed report concerning the Portage Lake and Lake Superior Ship-Canal, and the interest of the State of Michigan therein; also as to the rights, title, &c., of the Portage Lake and River Improvement Company (so called), with the view to securing said canal and improvement for the purpose of making same a free water-way for the use and benefit of navigation and commerce, which was referred to this office April 24, 1884.

I have the honor, in reply thereto, to submit the accompanying copy of the report thereon, dated the 6th instant, by Lieut. Col. O. M. Poe,

Corps of Engineers, which, it is believed, will fully answer the inquiries contained in the resolution and afford all necessary information in regard thereto. It will appear that the Portage Lake and River Improvement Company and the Lake Superior Ship-Canal, Railway, and Iron Company are willing to dispose of their property to the United States, free of all incumbrance of any kind, for the sum of $350,000, about one-tenth of the cost of the improvements, and that Colonel Poe is of opinion that "if the ownership of this important water-way, clear of all incumbrances, can be vested in the Government, thus rendering its navigation free to commerce, then there can be no question but that the price is reasonable, and the purchase advisable."

It may be proper to add that this report has been delayed in consequence of the absence of the president of one of the companies from the country.

Very respectfully, your obedient servant,

JOHN G. PARKE,
Acting Chief of Engineers.

Hon. ROBERT T. LINCOLN,
Secretary of War.

REPORT CONCERNING THE PORTAGE LAKE AND LAKE SUPERIOR SHIP-CANAL.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., December 6, 1884.

SIR: I have the honor to submit the following report upon the subject-matter of Senate resolution of inquiry of April 22, 1884, referred to me by indorsement dated Office of the Chief of Engineers, United States Army, April 25, 1884.

The resolution directs an inquiry to be made by the Secretary of War upon the following points, viz:

1. As to the amount and value of all aids and grants of any kind from the United States to the State of Michigan, for the Portage Lake and Lake Superior Ship-Canal, or to any agent, trustee, or assignee of said State, of any such aids, whether person or corporation, up to the present time, computing the value of any and all lands donated therefor by the General Government at the rate of $1.25 per acre.

2. As to all other receipts, whether tolls, grants, privileges, or moneys received by the State of Michigan direct or through its agents, assignees, or as aforesaid, for and on account of construction, repair or operating said canal up to the present time.

3. As to all proper costs and charges for expense of construction, repairs, or operating said canal up to the present time from or by the State or its said agents, trustees, assignees, &c., and shall report to the Senate the result of such inquiry, and shall also report from the best information obtainable upon what terms and conditions it would be just and proper for the United States to procure and take possession of said canal for the purpose of making the same a free water-way for the use and benefit of navigation and commerce.

4. And also to inquire and ascertain upon what terms and conditions the Portage Lake and River Improvement Company will surrender and convey to the United States for the purpose of making the same free to the general public for navigation and commerce, all their rights, title, and interest in and to the Portage River Improvement (so called) with each and all the appurtenances belonging thereto, including piers, canal cuts, embankments, &c., as well as any and all rights of way to and through Portage Lake and said Portage River and the approaches thereto, and whether such terms are reasonable and proper to enable the United States to make said water-way free to the public, and such other information as may be obtained relating to the aforementioned subjects.

Preliminary to instituting the requisite inquiries, I put myself in communication with Mr. J. T. Whiting, of Detroit, who was understood to be especially interested in the matter, and at whose instance the resolution of inquiry was introduced in the Senate.

After consultation with him I addressed letters of inquiry to the secretary of the State of Michigan, to Theo. M. Davis, esq., president Lake Superior Ship-Canal, Railway, and Iron Company, and to Frederick Ayer, esq., president Portage Lake and River Improvement Company. The correspondence in the three cases is hereto attached, marked respectively A, B, and C, noting, however, that in the second case I have brought my questions and Mr. Davis's replies into juxtaposition, in order that they may more readily come under the eye at one and the same time.

I have also had access to the papers, documents, and land maps transmitted to me at the same time with the resolution of inquiry, including Mis. Doc. No. 50, House of Representatives, first session Forty eighth Congress, and have been furnished by the Portage Lake and River Improvement Company with a map showing the work done by them.

The water communication across Keweenaw Point by way of the Portage River and Lake and the artificial cuts made to render them available, is under control of two companies: (1) The Portage Lake and River Improvement Company, from Keweenaw Bay to Portage Lake, and (2) The Lake Superior Ship-Canal, Railway, and Iron Company, from Portage Lake to Lake Superior. The former improvement was commenced by private individuals, who were subsequently incorporated under the act of the State of Michigan, providing for the formation of companies to construct canals or harbors, and improve the same, approved March 13, 1861. None of the original proprietors are now connected with the work, and the precise time when the work was commenced cannot now be stated. But it appears that the work had advanced sufficiently by June, 1862, to admit of its use for purposes of navigation. A statement of the work done up to that time, and subsequently, will be found in Appendix C.

The Lake Superior Ship-Canal, Railway, and Iron Company results from the Portage Lake and Lake Superior Ship Canal Company, the articles of association of which were filed in the office of the Secretary of State of Michigan, July 15, 1864. Amended articles were filed in the same office September 24, 1868, and an amendment, changing the name of the company to Lake Superior Ship-Canal, Railroad, and Iron Company was filed May 4, 1871. The canal was completed by the company and accepted by the governor of Michigan June 25, 1875.

The improvements of the company were afterwards sold under mortgage and the name changed to Lake Superior Ship-Canal, Railway, and Iron Company, the present owners. The deed of transfer is dated May 15, 1877, and it was filed in the office of the secretary of state of Michigan on the same day. The articles of association were again amended May 18, 1878, but the name remained unchanged.

The resolution of inquiry relates more particularly to the latter company, and I will therefore speak of it first.

1. The amount of aids and grants from the United States to the State of Michigan, for the Portage Lake and Lake Superior Ship-Canal, was 400,000 acres of land (acts of March 3, 1865, and July 3, 1866).

The amount actually certified to the State appears from the statement of the State land office to have been 398,720.52 acres. (Appendix A.)

The amount received by the canal company appears to have been 398,205.42 acres, the value of which, computed at $1.25 per acre, was $497,756.77. (Appendix B.) And it does not appear that any other aids or grants of any kind were made from the United States to the State of Michigan or to any individual or corporation for the benefit of this canal.

2. Neither was any aid granted by the State of Michigan, nor were there any contributions in aid of the construction of the canal from private parties other than from the stockholders and creditors of the canal company. (Appendix B.)

The original canal company having failed, a receiver was appointed with authority to borrow money for the purpose of completing the canal and to secure the same by a first lien on all property of the company. Under this authority the receiver issued and sold certificates, secured as above, to the amount of $625,300, and actually received and expended $450,000. Neither the receiver nor assignee received any other contributions in aid of the construction of this canal. (Appendix B.)

The receipts from tolls for use of the canal, from 1874 down to and including the year 1883 (the latest returns), amounted in the aggregate to $75,053.13, and the expenditures from these funds for the same period to $70,146.79. (Appendix P, Mis. Doc. No. 50, House of Representatives, first session Forty-eighth Congress.)

Other than the grant of lands referred to in a preceding paragraph, the foregoing covers, so far as I have been able to ascertain them, all "receipts, whether tolls, grants, privileges, or moneys," from any and every source, for and on account of construction, repair, or operating said canal up to the beginning of 1884.

3. The mortgage bonds issued to obtain money for the construction of the canal—

Amounted (exclusive of interest) to	$3,300,000 00
There were issued and sold receivers' certificates to the amount of	625,300 00
And from 1874 to 1883, both inclusive, there was collected as tolls and expended upon the canal (principally in operating expenses) the sum of	70,146 79
Total	3,995,446 79
Of the above items, we know that the tolls yielded	70,146 79
And the sale of receiver's certificates	450,000 00
Total	520,146 79

but are in entire ignorance as to the amount obtained from the hypothecation of the $3,300,000 mortgage bonds, and expended on the canal. Still, from all the testimony, and especially that contained in Mis. Doc. No. 50, House of Representatives, first session Forty-eighth Congress, the probability is great that the aid supplied from all sources and applied to the construction and repair of the canal, and in operating it down to the beginning of 1884, amounted to fully $3,000;000.

4. It will be seen from Appendix C that the two companies controlling this water-way are practically one, as the parties in interest are the same. It is proposed to convey to the United States a clear title to both canals and all their rights, privileges, and appurtenances for the sum of $350,000.

I have endeavored to ascertain whether, in case of purchase, this sum would cover the entire cost to the United States, and am assured that it would; that all indebtedness by mortgage, or otherwise, existing

prior to May 15, 1877, on the property of the Portage Lake and Lake Superior Ship-Canal Company was canceled by the sale of that date, and that none has accrued since; and that there is not now, and never was, any bonded debt or mortgage on the Portage Lake and River Improvement Company's property.

It has not been practicable for me to obtain a statement of the receipts and expenditures of this latter company, on account of construction, maintenance, and operating, but I think it can be safely assumed that the construction account alone would amount to fully $300,000. If the above estimate of the minimum cost of the property of the Lake Superior Ship-Canal, Railway, and Iron Company ($3,000,000) and that of the Portage Lake and River Improvement Company ($300,000) is warranted by the facts disclosed, then the price asked for the two ($350,000) may be stated as only one-tenth the original cost. And if, by the payment of that sum by the United States to the companies in question, the ownership of this important water-way, clear of all incumbrances, can be vested in the Government, thus rendering its navigation free to commerce, then there can be no question but that the price is reasonable and the purchase advisable.

In conclusion, I invite attention to the readiness with which the canal companies gave me such information as was in their power. Without this commendable action upon their part, I would have been utterly unable to obtain any information of value for the purposes of this inquiry.

The delay in submitting this report has arisen from the fact that the president of one of the companies was absent from the country, so that it was not practicable to get from him replies to my interrogatories of the 10th July in time to prepare it earlier. The papers referred to me are herewith returned.

I am, sir, very respectfully, your obedient servant,

O. M. POE,
Lieut. Col. of Engineers,
Bvt. Brig. Gen., U. S. A.

To the CHIEF OF ENGINEERS, U. S. A.

A.

LETTER OF LIEUTENANT-COLONEL O. M. POE.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., May 10, 1884.

SIR: Under instructions of the Chief of Engineers, U. S. A., I have the honor to request official information upon certain points, called for by resolution of the Senate of the United States, dated April 22, 1884, and covered by the following extract from said resolution, viz:

"*Resolved*, That the Secretary of War is hereby directed to cause an inquiry to be made on the following points, and to report to the Senate: 1. As to the amount and value of all aids and grants of any kind from the United States to the State of Michigan for the Portage Lake and Lake Superior Ship-Canal, or to any agent, trustee, or assignee of said State of any such aids, whether person or corporation, up to the present time, computing the value of any and all lands donated therefor by the General Government at rate of $1.25 per acre. 2. As to all other receipts, whether tolls, grants, privileges, or moneys received by the State of Michigan, direct or through its agents, assignees, &c., aforesaid, for and on account of construction, repair, or operating said canal up to the present time."

* * * * * * *

Should the information requested [not be in the records of your office, I beg you

will give this application the proper direction, and inform me as to the course the communication has taken.

I am sir, very respectfully, your obedient servant,

O. M. POE,
Lieut. Col. of Engineers,
Bvt. Brig. Gen., U. S. A.

Hon. HARRY A. CONANT,
Secretary of State, Lansing, Mich.

LETTER OF SECRETARY OF STATE OF MICHIGAN.

MICHIGAN DEPARTMENT OF STATE, OFFICE OF THE SECRETARY,
Lansing, May 13, 1884.

DEAR SIR: In reply to your letter of 10th instant, I have to say that there is nothing in this office to show the amount of aid, &c., granted the Portage Lake and Lake Superior Ship-Canal, or the amount of receipts by the canal company. I inclose statement from the State land office, showing the number of acres of land granted by the United States to this State to aid in the construction of the canal. I have no means, however, of knowing how many lands the company got, as the act of the legislature of this State, conferring the grant upon this company, provided that the title to the lands should fully vest in the company upon the completion of the work and certificate of the governor.

Very respectfully,

HARRY A. CONANT,
Secretary of State.

O. M. POE, Esq.

STATEMENT SHOWING THE NUMBER OF ACRES OF LAND GRANTED BY THE UNITED STATES TO THE STATE OF MICHIGAN TO AID IN THE CONSTRUCTION OF THE PORTAGE LAKE AND LAKE SUPERIOR SHIP-CANAL.

Portage Lake and Lake Superior Ship-Canal.—Marquette district, Michigan.

(State Land Office, Lansing, Mich., May 12, 1884.)

	Acreage.
List No. 1; act of March 3, 1865	192,049.93
List No. 2; act July 3, 1866	37,909.33
List No. 1; act July 3, 1866	49,848.88
Supplemental list No. 1; act July 3, 1866	482.78
Supplemental list No. 2; act July 3, 1866	34,087.91
Supplemental list No. 3; act July 3, 1866	10,729.78
Supplemental list No. 4; act July 3, 1866	23,406.89
Supplemental list No. 5; act July 3, 1866	26,847.63
Supplemental list No. 7; act March 3, 1865	7,949.95
Supplemental list No. 8; act July 3, 1866	9,779.44
Supplemental list No. 9; act March 3, 1865, and July 3, 1866	5,628.00
Total acreage	398,720.52

LETTER OF LIEUTENANT-COLONEL O. M. POE.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., November 29, 1884.

SIR: Referring to the certificate of the governor of Michigan, dated June 25, 1875, in the matter of the completion of the Portage Lake and Lake Superior Ship-Canal, I have to request information as to the date when the original company became merged in the Lake Superior Ship-Canal, Railway and Iron Company, and will be under obligation for any furnished.

Very respectfully, your obedient servant,

O. M. POE,
Lieut. Col. of Engineers,
Bvt. Brig. Gen., U. S. A.

Hon. HARRY CONANT,
Secretary of State, Lansing, Mich.

LETTER OF SECRETARY OF STATE OF MICHIGAN.

MICHIGAN DEPARTMENT OF STATE, OFFICE OF THE SECRETARY,
Lansing, December 1, 1884.

DEAR SIR: In reply to your letter of the 29th ultimo I would say the articles of agreement of the Portage Lake and Lake Superior Ship-Canal Company were filed in this office July 15, 1864; amendment filed September 24, 1868; amendment changing name to Lake Superior Ship-Canal, Rail*road*, and Iron Company filed May 4, 1871; sold under mortgage and name changed to Lake Superior Ship-Canal, Rail*way* and Iron Company, papers filed May 15, 1877; amended again May 18, 1878, but not to change name.

Very respectfully,

H. A. CONANT,
Secretary of State.

General O. M. POE.

B.

INQUIRIES MADE OF THEO. M. DAVIS, ESQ., PRESIDENT LAKE SUPERIOR SHIP-CANAL, RAILWAY, AND IRON COMPANY, BY LIEUTENANT-COLONEL O. M. POE, CORPS OF ENGINEERS, U. S. A., UNDER DATE OF JULY 10, 1884, WITH THE REPLIES OF MR. DAVIS UNDER DATE OF JULY 31, 1884.

First inquiry. The number of acres of land donated by the General Government for its construction, and the value thereof, computed at $1.25 per acre?

Reply. The whole number of acres donated by the General Government in aid of the construction of the canal was 400,000, viz, by act of Congress of March 3, 1865, and July 3, 1866. The value of these, computed at $1.25 per acre, would be $500,000. These grants were made to the State of Michigan, and the first grant was by the State regranted to the canal company. The second act provided that the grant should inure to the use and benefit of the canal company. In fact, however, the whole number of acres actually certified by the General Government in aid of the construction of said canal was only 398.205.42 acres, which, at $1.25 per acre, amounts to $497,756.77. A large portion of the lands which, under the restrictions of the acts of Congress, the company were obliged to take as part of the grant were entirely worthless, and have, in fact, been abandoned; and all lands, in fact, received by the company from the General Government, directly or through the State of Michigan, which are of any value, could have been purchased of the Government for less than $400,000.

Second inquiry. Was there any aid granted by the State of Michigan? If yes, to what extent? Were there contributions from private parties? If yes, of what character and to what extent?

Reply. No aid was granted by the State of Michigan, nor were there any contributions in aid of the construction of the canal from private parties, other than from the stockholders and creditors of the canal company.

Third inquiry. Whether the receiver or assignee of said canal company received any contribution or aid from any source other than from the stockholders of the company? If so, to what extent?

Reply. The original canal company having failed, proceedings in equity were instituted by its mortgagees and creditors in the circuit court of the United States, under which a receiver was appointed, with authority to borrow money for the purpose of completing the canal, and to secure the same by a first lien on all property of the company. Under this authority said receiver issued and sold certificates secured as aforesaid to the amount of $625,300, and actually received and expended in cash in finishing the canal $450,180. Neither the receiver or assignee of said company received any other contributions in aid of the construction of the canal.

Fourth inquiry. What amount has been received for tolls each year since completion of the canal and its acceptance by the State of Michigan?

Reply. I am not able to state the amount received in each year for tolls since the completion of the canal and its acceptance by the State of Michigan, but the gross receipts during that period up to the opening of the canal the present season have been $75,053.13. Reports for the present season are not yet received. (Note by Lieutenant-Colonel Poe. This information is given in detail in Appendix P to Mis. Doc. No. 50, House of Representatives, Forty-eighth Congress, first session.)

Fifth inquiry. Whether there were any "grants, privileges, or moneys received by the State of Michigan direct, or through its agents or assignees for and on account of construction, repair, or operating said canal up to this present time"?

Reply. I have no knowledge of any such grants, privileges, or moneys as are mentioned in your fifth inquiry.

Sixth inquiry. As to proper cost of construction under the original company; also under the receiver, and the reorganized or new company, showing in the gross sum the entire cost of every kind to final completion and acceptance of said canal by the State of Michigan.

Reply. The officers of the present company have no means of stating the exact amount expended in the proper construction of the canal by the original company, but it is known that said company at the time of its bankruptcy and before the completion of the canal owed on account of mortgage bonds issued to obtain money for the construction of the work $3,300,000 (exclusive of interest). In addition to this there was indebtedness on account of promissory notes to a large but unknown amount. In addition to this there was expended, as above stated, the sum of $450,180 by the receiver. At an investigation before a committee of the present Congress, John H. Forster, an engineer of large experience, who, under appointment by the governor of Michigan, superintended the completion of said canal, testified under oath that from his observation he was of the opinion that the company expended $3,000,000 in the construction of said work. (See Mis. Doc. No. 50, p. 9.)

Seventh inquiry. The cost for each year on account of construction, repairs, and other expenses since completion and acceptance of said canal?

Reply. Since the completion and acceptance of said canal there has been expended for improvements and repairs the sum of $70,146.79 in addition to the expenditures of the present season, the amount of which is not yet reported. These expenditures are exclusive of salaries or other expenses incidental to maintenance of organization.

Eighth inquiry. What part of said construction, repair, or expenses were in the nature of permanent improvements? What portion of such expenditure was ordinary and necessary for annual repairs since canal was completed and accepted, stating amount for each year.

Reply. I have no means of discriminating between the expenditures on account of construction and repairs.

Ninth inquiry. What cost, if any, has been incurred by the State of Michigan, its agents, assignees, or trustees in operating said canal, or in making repairs or improvements thereon since date of completion and acceptance of said canal.

Reply. No cost has been incurred by the State of Michigan, its agents or assignees or trustees, in operating the canal or in making repairs and improvements, either since the completion and acceptance of the canal or at any other time.

Tenth inquiry. What price will the present owners (the Lake Superior Ship-Canal, Railway, and Iron Company) accept for said canal, including franchises, rights of way, piers, and other appurtenances thereto belonging?

Reply. I have no authority to answer your tenth inquiry. It can only be answered by authority of the stockholders at a meeting specially called for the purpose. This will be done and a price fixed whenever the General Government shall confer upon any of its officers authority to treat for the purchase of the canal, rights of way, &c.

Eleventh inquiry. Maps and plans of said canal, showing character and extent of work thereon, as well as all lands included in or covering rights of way, or property belonging to the same.

Reply. We are not in possession of the maps required by your eleventh inquiry, but for further information on the subject of that inquiry I respectfully refer you to the testimony of John H. Forster. (House of Representatives, Forty-eighth Congress, Mis. Doc. No. 50, pages 3, 8, 10.)

C.

LETTER FROM LIEUTENANT-COLONEL O. M. POE.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., July 10, 1884.

SIR: I am directed by the War Department to use all proper means to obtain the information necessary to enable me to fully comply with the requirements of the resolution of the Senate of the United States (Senate Mis. Doc. No. 83, April 22, 1884), a copy of which is inclosed herewith, and to submit a report thereon.

Much of this information can be obtained from no other source than the company itself, of which you are the president, and I venture to ask you to supply me, at your earliest convenience, with full information upon the points covered by the inclosed memorandum.

It will confer a favor upon me, if you will let me know whether you will furnish this, and how soon I may expect it.

Very respectfully,

O. M. POE,
Lieutenant-Colonel of Engineers, Brevet Brigadier-General, U. S. A.

FREDERICK AYER, Esq.,
President Portage Lake and River Improvement Company.

MEMORANDUM OF INFORMATION DESIRED AS TO THE PORTAGE LAKE ARD RIVER IMPROVEMENT COMPANY.

1st. An inventory or schedule of the lands covering rights of way, piers, docks, and all other property and interests belonging to said company.

2d. A map or maps showing line of canal or improvements and lands through which the same passes, with locality of cuts fully designated.

3d. A plan of cuts showing amount of work done, extent of earth and character of same, and amount of each class (earth, hard pan, or rock) excavated by said company.

4th. Plan of piers and character of work on and in them.

5th. When was this improvement first brought into use for benefit of commerce?

6th. As to the extent of work done on said improvement, including cuts and other dredging, as well as on piers, each year since the date thereof (said first use).

7th. Upon what terms and conditions will the said company transfer all their rights, title, and interest of any and every kind in said improvement, with the appurtenances thereto belonging, to the United States for purposes stated in Senate Mis. Doc. No. 83, April 22, 1884?

LETTER OF S. W. THURLOW, SECRETARY PORTAGE LAKE AND RIVER IMPROVEMENT COMPANY.

PORTAGE LAKE AND RIVER IMPROVEMENT COMPANY,
Lowell, Mass., November 22, 1884.

SIR: Referring to your letter of the 10th of July last, addressed to the president of this company—

The president being absent in Europe, the delay in reply thereto has been unavoidable. I have now the pleasure of submitting the following information, covering, as far as possible, the points of your inquiries:

The improvements of this company were commenced by private individuals, who were subsequently incorporated under laws of the State of Michigan and constituted this present corporation. None of the original proprietors are now connected with the corporation, and I am without data to enable me to state the precise time of the commencement of the work or the exact cost thereof. It appears, however, that the work was so far progressed that the Portage River was opened to navigation in June, 1862, and that at *that* time the following work had been done, viz:

	Yards.
1st cut at entrance, 1,300 feet long, 120 feet wide, 12 feet deep	69,333
Channel along pier, 850 feet long, 100 feet wide, average 7 feet deep	22,037
Channel beyond piers to deep water, 1,500 feet long, 100 feet wide, average 5 feet deep	27,777
1st cut mid-river, 500 feet long, 100 feet wide, 12 feet deep	22,222
2d cut mid-river, 750 feet long, 100 feet wide, 12 feet deep	33,333
3d cut mid-river, 300 feet long, 100 feet wide, 12 feet deep	13,333
4th cut mid-river, 400 feet long, 100 feet wide, 12 feet deep	17,777
5th cut mid-river, 700 feet long, 100 feet wide, 12 feet deep	31,111
Battle Island channel, 2,500 feet long, 100 feet wide, average 5 feet deep	46,300
Entrance from Portage Lake, 3,000 feet long, 100 feet wide, average 7 feet deep	77,777
	361,000
To this add 10 per cent. for scow measurement	36,100
	397,100

Of this original dredging about 136,486 yards was hardpan and bowlders.

This amount of dredging and pier built at entrance, 950 feet long and 12 feet wide, opened up Portage to navigation in June, 1862.

In June, 1863, a contract was let to W. W. Williams to further improve the channels, amounting to $20,000, and this was increased in August, 1864, $6,755.20 more. The price paid Williams was 90 cents per yard for hardpan and bowlders and 30 cents for sand, which latter price would give 66,666 yards by above amount of contracts.

During season of 1875 new cribs were sunk alongside of old pier its entire length, and combined with same by new superstructure from water-line up, thus giving a pier 950 feet long and 28 feet wide, built of heavy timber and filled with rock. In addition to this there were two large cribs carrying "range-lights" at entrance of river from Portage Lake, built of heavy timber and filled with rock at a cost of about $1,000 each.

In 1874 extensive improvements of the channels throughout were begun and continued up to the present time, as follows:

Years.	Sand dredged.	Hardpan dredged.
	Yards.	*Yards.*
1874	72,799	21,750
1877	28,050	6,755
1878	40,086	12,000
1879	30,000	13,703
1880	9,477	8,146
1881	15,500	.....
1882	15,725	10,055
1883	14,790	9,255
Total	226,407	81,664

Making total amount of cubic yards dredged from 1874 to 1883, inclusive, 308,071.

From the foregoing description the following summary of original and subsequent work done may be made, viz:

	Feet.
Total length of cuts made through lands of the company	3,950
Length of channel-bed of river improved	5,500
Length of approach made to channel entrance from Lake Superior	2,350

Original amount of dredging prior to 1862 was:

	Cubic yards.
Hardpan and bowlders	136,486
Sand and clay material	260,614
Amount dredged from channels in 1883 and 1884	66,666
And all subsequent dredging was	308,071
Making a total of	771,837

dredged, and 11,800 feet of cuts made and channels improved.

Replying to your seventh inquiry, I have to say that the owners of the improvements of this company and of the Lake Superior Ship-Canal (*i. e.*, of the Lake Superior Ship-Canal, Railway, and Iron Company) are to such an extent identical that they would not like to sell one of the improvements without the other. After conference with the owners of a majority of the stock of both corporations I am enabled to inform you that the corporations will sell to the United States both works, viz, the canal known as the Lake Superior Canal, leading from Portage Lake northerly to Lake Superior, and the works and canal leading from Portage Lake southerly to Lake Superior, with all their piers and appurtenances, for the sum of $350,000.

I inclose abstract of title to lands, and will send you by express copy of the only sketch or plan of the works in possession of this company.

Most respectfully,

S. W. THURLOW,
Secretary.

General O. M. POE, U. S. A.

LETTER OF LIEUTENANT-COLONEL O. M. POE.

UNITED STATES ENGINEER OFFICE,
Detroit, Mich., November 29, 1884.

SIR: Referring to yours of the 22d instant, conveying certain information in regard to the Portage Lake and River Improvement Company, in response to my letter of inquiry of the 10th July last, and, as the representative of that company and of the Lake Superior Ship-Canal, Railway, and Iron Company, offering to sell the property of both companies to the United States for the sum of $350,000, I find myself somewhat at a loss to determine whether the ultimate cost to the United States would be confined to that sum, or whether it would also involve payment of bonds or outstanding indebtedness in addition to that sum.

It appears that the Portage Lake and Lake Superior Ship-Canal Company, at the time of its bankruptcy and before the completion of the canal, owed on account of mortgage bonds issued to obtain money for the construction of the work $3,300,000 (exclusive of interest). In addition to this there was indebtedness on account of promissory notes to a large but unknown amount. In addition to this the receiver issued and sold certificates to the amount of $625,300, secured by a first lien on all the property of the company, the proceeds being expended in finishing the canal.

I have therefore to request information on the following points, viz:

What disposition was made of the $3,300,000 bonded indebtedness?

What was the aggregate amount of the promissory notes referred to, and what disposition has been made of them?

What disposition has been made of the $625,300 in certificates?

Is there any other indebtedness in existence, constituting a lien upon the property of this company or its successor, the Lake Superior Ship-Canal, Railway, and Iron Company, and if so, what is the aggregate amount?

Is there any floating debt against said company, and if so, what is the aggregate amount?

It does not appear whether there is or ever was any bonded debt or mortgage on the Portage Lake and River Improvement Company's property, and in order to fully cover this point I have further to request replies to the following inquiries in regard thereto, viz:

Has there ever been or is there now any bonded debt or mortgage lien on the property of the Portage Lake and River Improvement Company, and if so, to what amount, and what disposition has been made of it? What is its present status in this regard?

Is there any floating debt or other lien against the property of said company, and if so, to what amount in the aggregate?

My object in making these inquiries is to ascertain, if practicable, just what the property would cost the United States in case a purchase should be made, and, as time now presses, I will be obliged to you for as early a reply as practicable.

Will you also be so good as to give me the date when the Portage Lake and Lake Superior Ship-Canal Company became merged in the Lake Superior Ship-Canal, Railway, and Iron Company?

I may be in error in asking you to reply to any inquiries in regard to the Lake Superior Ship-Canal, Railway, and Iron Company. If so, I trust you will pardon me, and give that portion of my letter such a direction as will procure the information.

Very respectfully,

O. M. POE,
Lieut. Col. of Engineers,
Bvt. Brig. Gen., U. S. A.

S. W. THURLOW, Esq.,
Secretary Portage Lake and River Improvement Company.

LETTER OF S. W. THURLOW, SECRETARY PORTAGE LAKE AND RIVER IMPROVEMENT COMPANY.

PORTAGE LAKE AND RIVER IMPROVEMENT COMPANY,
Lowell, Mass., December 1, 1884.

SIR: Referring to yours of the 27th instant, I have to say that the offer to you is of a perfect title to both canals, free of all incumbrances, and involving no other payments for bonds or otherwise whatsoever, for the gross sum of $350,000.

And further, answering your inquiries, I have to say—

(1.) That the entire property of the Portage Lake and Lake Superior Ship-Canal Company was sold at public aution, under a decree of the circuit court of the United States, confirmed by the Supreme Court of the United States, under proceedings for the foreclosure of liens, that is, the mortgage and receiver's certificates for $330,000 ($3,300,000?) bonded indebtedness, and the $625,300 receiver's certificates mentioned by you, and was purchased at such sale by the present corporation; that is, the Lake Superior Ship-Canal, Railway, and Iron Company, free from incrumbrances. These proceedings discharged the property from all liens or claims on account of the indebtedness of the previous company.

(2.) There is not and never was any bonded debt or mortgage on the Portage Lake and River Improvement Company's property.

(3.) The sale of the property of the old Portage Lake and Lake Superior Ship-Canal Company, under decree of the United States court, was made by a deed dated the 14th of May, 1877, to A. P. Man and Nathaniel Wilson, who acted as trustees for the creditors. They and their associates were organized as a corporation by force of laws of Michigan, under the name of Lake Superior Ship-Canal, Railway, and Iron Company, and the property was conveyed to the latter company, the present owners, by Man and Wilson, trustees, by a deed dated May 15, 1877.

I believe the foregoing answers all your inquiries, but for greater certainty I repeat that the property would cost the United States, under proposition I have heretofore communicated, just $350,000, and no more.

Most respectfully,

S. W. THURLOW,
Secretary Portage Lake and River Improvement Company.

General O. M. POE, U. S. A.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 16.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Communication of the Secretary of the Interior in relation to the condition of the Cheyenne and Arapaho Indians.

JANUARY 5, 1885.—Read and referred to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith a communication of the 2d instant, from the Secretary of the Interior, inclosing certain papers in relation to the present condition of the Cheyenne and Arapaho Indians in the Indian Territory, and recommending that some provision of law be enacted for disarming those and other Indians, when such action may be found necessary for their advancement in civilized pursuits, and that means be provided for compensating the Indians for the weapons so taken from or surrendered by them.

The subject is commended to the favorable consideration and action of the Congress.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
January 5, 1885.

DEPARTMENT OF THE INTERIOR,
Washington, January 2, 1885.

To the President:

SIR: I have the honor to submit herewith certain correspondence relating to the Cheyenne and Arapaho Indians of the Indian Territory.

These Indians number about 6,300; their reservation embraces 4,297,771 acres of land, all well adapted to grazing pursuits, with a sufficient quantity suitable for agricultural purposes; it has been occupied by them for more than a decade past, during which time much effort has been made by the Government to induce them to settle down, build houses, break land, herd cattle, and engage in other civilized pursuits. Comparatively few of them have shown any disposition to break away from their savage habits and customs, or to engage in any kind of labor or useful employment. They still wear the blanket, live in teepees, and otherwise adhere to the manners and customs of uncivilized life, with

perhaps the sole exception that, the wild game having almost entirely disappeared, they no longer depend to any considerable extent upon the chase for their food.

The money appropriated for their support, except $36,600, is not required in the discharge of any treaty obligation, but is an annual gratuity by the Government, which is provided with the statutory warning that such appropriations will be annually diminished, "and that in consequence thereof their future support will depend more on their own exertions."

The Commissioner of Indian Affairs reports that they "can muster on a few hours' notice 1,200 or 1,300 fighting men, armed and equipped with the most approved pattern of breech-loaders, with an abundance of fixed ammunition. * * * That they are bold, insolent. and desperate, committing at will crimes and depredations only limited by their own inclinations."

They not only refuse to work, but with insolence and threats of violence demand the full daily ration of beef and other food supplies, and if for any reason there is only a partial failure to furnish the full meas- of their demands, they levy at once by force and depredation upon the nearest and most convenient herds, and other sources of food supplies. Conscious of their own strength, and with a full knowledge of the lack of adequate force bearing directly upon them, or sufficiently near at hand, they are accustomed to exercise their own will and pleasure, and to disregard the rules and regulations prescribed for their government by this Department, unless it suits them to comply therewith.

Their present agent, who has heretofore been successful in the management of affairs on another reservation, and who for that reason, and because of his peculiar fitness for the place, was selected to take charge of this agency, has repeatedly described the situation of affairs on the reservation, and has clearly and urgently stated "that the most serious difficulty to the advancement of these Indians lies in the lack of power to control them." That the few who would break away from their old habits and practices are deterred therefrom by the threats and lawless acts and depredations of the "dog soldiers," a reckless, vicious class, who refuse to work or to allow others to do so.

With a view of relieving as far as practicable these embarassments, I have requested the Secretary of War to cause a sufficient force of United States troops to be stationed at the military posts in the vicinity of this agency, to co operate with the agent in maintaining peace and good order on the reservation, and in enforcing the rules and regulations of this Department for the management of these Indians.

This, however, is only one step in the movement necessary to bring about a better and more encouraging state of affairs among these Indians. The superior military force may, and no doubt will, overawe the turbulent element among them, and at least compel a decent respect to the authority of the agent. But while enforced peace and reasonable good order may prevail upon the reservation, the Indians will still be in possession of their arms and abundant ammunition; and these largely contribute to their roving tendencies, vicious sports and habits, and their love of idleness.

If they were disarmed of their weapons and it were made unlawful to sell, barter, trade, or give such things to them, much will have been accomplished in breaking down their aversion to labor, and the habits, customs, and practices of civilized life.

In my first annual report, dated November 1, 1882, I treated at some length the subject of "disarming the Indians," the necessity for so

doing, and urged that this should not be done without compensation except as a punishment for crimes, and concluded by suggesting "that the Commissioner of Indian Affairs be authorized to adopt some system of disarming the Indians, and to that end to purchase the arms of the Indians on fair terms, and that suitable appropriation be made, out of which payment shall be made, and that the sale of arms or ammunition to Indians holding tribal relations be prohibited under severe penalties."

I inclose herewith for your information an extract showing the full text of my remarks at that time on the subject.

The facts disclosed by the accompanying correspondence, showing the attitude of the Cheyenne and Arapaho Indians, the little advancement made by them in civilized pursuits, clearly demonstrate the urgent necessity for legislation on this subject.

The matter is respectfully presented with the request that it be laid before the Congress for the favorable consideration of that body, and the enactment of such provisions of law as will enable the Department to take the further steps which seem absolutely necessary in order to the civilization of these Indians.

While the case of the Cheyenne and Arapaho Indians is made the basis of this present request, it is hoped that such measures of legislation as may be adopted will be made generally applicable to any other tribes of Indians where a like or similar state of affairs may render it necessary to apply and enforce them.

Very respectfully,

H. M. TELLER,
Secretary.

Extract from the report of the Secretary of the Interior, dated November 1, 1882.

DISARMING THE INDIANS.

One great hindrance to the civilization of the Indian has been his passion for war and the chase. To the Indian there have been but two paths to preferment, that of war and the chase. His standing in his tribe depends on his success in one or the other of these pursuits. If he is a successful hunter, he has a measure of fame; if a successful warrior he accumulates riches and gains great renown, not only in his own but neighboring tribes. All honors that an Indian can receive at the hands of his tribe are his. He refuses to work, without being indolent; for the patience, perseverance, courage, and energy displayed in war and the chase disprove the assertion, so often made, that the Indian is too lazy to work.

The frontier farmer who subdues the forests, tills the soil, and makes the "wilderness blossom like the rose," makes no greater physical exertion than his warlike Indian neighbor. In all our dealings with the Indian we have fostered his passion for war and the chase. We have allowed him to procure arms and ammunition, and in many instances have assisted him so to do. The highest ambition of an Indian is to own a gun, the next to have an opportunity to use it. He will part with anything he has to acquire it, and, when obtained, it will be the last thing he will dispose of. With its possession comes the temptation to use it. Well armed, he is a warrior waiting for an opportunity to acquire fame and renown in his tribe. On the slightest provocation he slays his

adversary. He kills the traditionary enemies of his tribe, whether white man or Indian, without provocation, either for gain, to gratify his passion for blood, or to secure the fame that awaits the successful warrior. He is not restrained by law, human or divine, and has not the moral capacity to understand that it is a crime to kill the unoffending and defenseless. If a white man wrongs him, he wreaks his vengeance, not on the wrong-doer alone, but on any white person who falls within his power. He will wait months and years, and when the opportunity is presented he will wreak his vengeance on the innocent and unoffending. In all this he has no upbraidings or compunctions of conscience, for his conduct is consonant with Indian law and Indian morals. We wonder at his ferocity, forgetting that he is a savage. Armed and equipped, he is proud, arrogant, and dangerous; unarmed, he is humble, timid, and harmless. Nearly all the Indians with whom we have had any difficulty, or with whom we may anticipate trouble, are armed, and most of them well armed.

Feeble efforts have been made from time to time to prevent the sale of arms and ammunition to the Indians. Yet the Indians have but little or no trouble to procure arms; the limit has only been the limit of their ability to pay for them. The Government has armed at various times scouts and police with improved guns, which in very many cases have quickly found their way into the hands of Indians, who, if not hostile at the time, have soon become so under the stimulus of a good gun and plenty of ammunition. Improved Winchester rifles have been furnished to the police, who are supposed to do police duty only on the reservations. If the Indians are doing only police duty, they do not need and ought not to use Winchester rifles. If it is necessary that they have fire-arms, the policeman's pistol, used by the policemen of our cities, will answer all purposes, and if the pistols fall into the hands of hostile Indians they will not be dangerous to the settler. No Indian will venture out on a raid armed only with a pistol; or if he does, as a raider he will be comparatively harmless to what he is with his Winchester rifle. As soon as it can be done without creating undue excitement among them, they ought to be disarmed and the temptation to go on the war-path taken away. They have no further use for their guns, for the game is so scarce in most sections that it forms but a small portion of their food, and the Government provides or should provide an ample supply for their support without their resorting to the fruits of the chase.

We ought not to deprive them of their guns without compensation, except as a punishment for crimes. I have no doubt that most of the Indians can be disarmed by agreeing to pay them for their guns. They should have their title to the land secured to them and reasonable provision made for them, so that they need not fear that they will be removed or compelled to resort to the chase for a living, and they should surrender their guns and take in their stead cattle, sheep, or the implements of agriculture. When the Indian can be compelled or persuaded to give up his gun, he will be ready to devote his energies to earning a living, instead of wasting them in the chase or in raids on the frontier settlements. Give him a plow in place of his gun and a hoe in place of a tomahawk, and impress on his mind that he is now with them, in part at least, to earn his own support, and an important step has been taken toward his civilization; for labor has been, and ever will be, the great agent of civilization of the human race. Without labor we cannot hope to civilize the Indian, and we can do no greater kindness to the race than to induce them to labor. This we shall find it difficult to do by persuasion, or even compulsion, while they have arms in their hands.

I therefore suggest that the Commissioner of Indian Affairs be authorized to adopt some system of disarming the Indians, and to that end to purchase the arms of the Indians on fair terms, and that suitable appropriation be made, out of which payment shall be made, and that the sale of arms or ammunition to Indians holding tribal relations be prohibited under severe penalties.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 16, 1884.

SIR: I have the honor to submit herewith four letters, dated respectively the 5th, 6th, 8th, and 9th instant, from Agent D. B. Dyer, of the Cheyenne and Arapaho Agency, Indian Territory, relative to the killing of a Cheyenne Indian named "Running Buffalo" by a white man, and certain serious troubles resulting therefrom.

It appears from these reports that a white man by the name of Horton was conveying a herd of horses through the Territory en route to Caldwell, Kans. "Running Buffalo" and party stopped them and demanded money and horses as a tax for the use of the grass consumed by the herd while passing through their country. The owner of the herd (Horton) refused to give either, when "Buffalo" drew his revolver and fired four shots into the herd, after which he leveled it at Horton, saying, "I will kill you!" At this Horton drew his revolver and shot the Indian and his horse dead. Mr. Horton at once gave himself up, and he and his men were placed, for protection, in the stone bakery building. The Indians surrounded the building and refused to allow the inmates to have either food or water, demanding Horton's life or suitable pay for the death of "Buffalo." The agent at once made request for assistance from the military at Fort Reno. His request was at first refused, but owing to the dangerous state of affairs he renewed his request, which was favorably considered and complied with. The troops took possession of the white men and placed them in camp, and furnished them with food and water. The Indians insisted on keeping the entire herd of horses, but after consultation were induced to "take but half of the herd." In this connection the agent says that "the troops and all decided to, in a great measure, let them (the Indians) have their own way."

In accordance with this so-called compromise the herd was divided and the Indians drove off about 200 of the number, leaving the balance to the owners. The agent thinks that this compromise was a humiliating one and "seems a great disgrace to this great Government of ours if a band of lawless Indians can run the country and dictate terms to the agent and military."

The Indian that was killed appears to have been a dangerous and reckless character, and used his influence to induce others to follow him in his plundering schemes, and the agent thinks "he was not killed any too soon." The person who did the killing, however, has been turned over to the custody of the United States marshal, and will be taken to Wichita, Kans, for trial, and the question as to his guilt or criminality will be settled by the civil court.

In my opinion the Indians should not have been allowed to dictate their own terms in this matter, but should have been compelled to give up the horses to their proper owner.

In view of the facts I respectfully recommend that the agent be instructed to demand from the Indians the immediate return of the horses referred to, or others equally as good, and to inform them that if this demand is not promptly complied with, Congress will be asked to withhold a sufficient amount from their annuities to reimburse Mr. Horton for the full amount of his loss.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, May 5, 1884.

SIR: I have the honor to state that I was informed yesterday by telegraph from Rev. S. S. Haury, Mennonite missionary in charge at Cantonment, Ind. T., that a white man by the name of Horton, who was conveying a herd of horses through the Territory en route to Caldwell, Kans., had shot and killed a Cheyenne Indian by the name of "Running Buffalo."

The facts as reported by the several messages state that Running Buffalo and party interrupted the men with their ponies and demanded money and horses as a tax for the use of the grass consumed as the herd were passing through their country. The owner of the herd (Horton), as I understand it, refused to give either, when Buffalo drew his revolver and fired four shots into the herd, after which he leveled it at the man Horton, saying, "I will kill you!" At this Horton drew his revolver and shot Buffalo and his horse dead.

Horton at once gave himself up to Mr. Hanry, and asked for protection. For some time he was, with his men, in the telegraph office, but fearing for his life, he requested to be placed in the stone bakery building, which Mr. Hanry succeeded in doing after much talk to secure the consent of the Indians who had surrounded the place and demanded Horton's life or suitable pay for the loss of Buffalo.

When Horton and his men were placed in the stone house, the Indians refused to allow them to have food or water.

Mr. Hanry asked that United States troops be at once sent for protection of lives of whites, &c., and I made request for troops at Fort Reno. My request was at first refused, but owing to the dangerous state of affairs I renewed it, and at 9.30 o'clock p. m. it was favorably considered, and they promised to leave this a. m. with Mr. Darlington, whom I designated to accompany them, and represent this office.

The herd of ponies or horses belonging to Horton are in the corral there, and the Indians insist that they shall be distributed among the friends of Running Buffalo. I have directed that they be brought here.

Horton will be turned over to the United States marshal as soon as he arrives here, and we are able to secure marshal.

I greatly deplore such a lawless state of affairs, but am powerless to do more than has been done.

These Indians have never in any manner been restrained, and I am sorry to say cannot now to any great extent. What I mean by this latter clause will be more fully explained in the future.

I shall keep you advised of the result.

I am, respectfully, your obedient servant,

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., May 6, 1884.

SIR: I have the honor to continue my report of the killing of "Running Buffalo," and the result in regard to the ponies.

The United States troops (Twenty-fifth Cavalry), under Lieutenant Gibbon, left yesterday morning, and Mr. William T. Darlington, an employé here, accompanied them, with eight of our Indian police following.

Mr. Darlington made a most rapid march, arriving at the cantonment at 3.30 p. m., the troops at 6 p. m., and the Indian police at 9 p. m. They found the situation unchanged; the man Horton and his men were in the stone bakery building under guard of thirty or more Cheyenne Dog soldiers. The ponies were in Mr. Hanry's corral.

The troops soon took possession of the men, taking them to camp with them, thereby relieving them from great mental fear and providing them with food and water.

With an Indian, it's a life for a life, and often more than one, or they must be paid in some way either with money, horses, cattle, &c., for the loss of one of their number; and while they had been persuaded not to kill the man, they could not be induced by any means to release their ceaseless watch over the pony herd; and after conniciling until noon (to-day) with them, the troops and all decided to, in a great measure, let them have their own way, and they were at last induced to take but half of the herd of ponies. (At first they demanded all.) Accordingly they divided the herd and drove off 175 ponies, allowing Mr. Darlington and the police and Horton's men to depart with the balance.

Such a compromise is indeed humiliating to me, for I am not in the habit of submitting to such things; neither would I now if I was not powerless.

Maj. Thos. B. Dewees, the commanding officer at Fort Reno, would not instruct Lieutenant Gibbon to do more than secure the man Horton if it were going to complicate matters. Consequently, the Indians had their own way and got just such terms as could have been made with them probably if it had all been left to Mr. Hanry. Of this I am not, of course, certain; but it seems a great disgrace to this great Government of ours if a band of lawless Indians can run the country and dictate terms to the agent and military. "Running Buffalo" is said by Cheyennes (his own people), and all whites who know anything of him, to be an awful bad Indian. For several years he has lived up there, and made it his business to round up everybody that came along, and exact tribute. From all I can hear, he was not killed any too soon, for each day that his reckless life was prolonged he was able to induce or influence others to follow him in his plundering schemes, and to think that these men can, against the expressed wishes of this office, as expressed through Mr. Hanry and Mr. Darlington, take the matter in their own hands, and do as they have, is more than I am willing to admit.

I said in my letter of yesterday that "these Indians have never in any manner been restrained, and, I am sorry to say, cannot now to any great extent." The force of which is fully explained by the result of the difficulty I have related to you.

You need never look for any great number of good results so long as these men can thus defy all authority. They should be made to give up those ponies or others as good, if it costs the Government thousands of dollars.

We want 500 more soldiers (cavalry), and more if it is necessary to stop such raids. The troops at Fort Reno are of no practical value at present, for they dare not say to these Indians, you must do as directed or we will make you.

I would not feel that I was doing my duty to the Government if I should sit down here and see this agency run in such a way as it is necessarily run now; and we might as well pull up and tell the Indians to continue the management of affairs if we cannot have our own way in matters so clearly right; but they have done just as they pleased here for years, and, as they have in the past, they expect to run the country now and dictate their own terms.

The Indians know that those in charge here are powerless as things now are, hence they defy all authority whenever they see fit.

They are all well armed with rifles or revolvers, and have plenty of ammunition.

In this particular case this band does not have the sympathy of many of our Indians, but more than have taken part in the affair would quickly join them if they knew it was necessary. In speaking so strongly on this point I do not want to say that there are no good Indians here, for there are many who deprecate such acts and will gladly aid the Government if they can, but being in the minority, they can only do so in a small degree.

Such Indians are anxious to learn to farm, wear citizens clothes, and live and do as the white man; but the wild element is so strong that when these men try ever so hard, they are often checked by the others and made to retreat to their own ways. During the Medicine Dance the majority compel all those who wish to labor to abandon their farms and join with them under penalty, on refusal, of having their property destroyed and their lives endangered. The question is, how long do you propose to let this state of affairs remain?

It is easy to say that you will deprive them of their rations, but if you don't feed them they must starve or steal, and who can prevent them from the latter, which, if allowed at all, only breeds a race that is much more difficult to control.

They must be fed and at the same time kept under subjection, but not fed so much as not to make them desirous of having more, and thereby induced to try and produce it. When they once learn (as many now do) to produce something, you can then force more work by the issue of less rations; but those that will work must be

protected, and the others seeing good results will be willing and anxious to better their condition by honest labor, provided, as I say, they are at all times under proper restraint. How is all this to be accomplished; you may ask. I answer, that it will take some time, but first of all let a thousand of our idle troops be sent to round them up and bring them to the agency and see that they stay where they are placed. Then an agent will have some chance to know his Indians, and knowing them and their wants he can do for them as they deserve.

There are Indians now, Cheyenne and Arapahoes, living 90 miles from here. What can I tell about them, *i. e.*, what they should have done for them, &c. They send a representative of the band to draw their rations, and the majority live by rounding up everybody and everything that comes within reach of them. They kill people's cattle when they please, and often when they are not hungry, but for the hide. The moral effect of such a loose state of affairs is most terrible, but if they were kept within 15 miles of the agency, and compelled to scatter out along the rivers where there is good land, I am satisfied that the result would pay for the experiment.

What is needed more than all else is the same law in the Indian Territory that exists in any well-regulated state, and the Indians made amenable to it.

Indians know the difference between right and wrong as well as other people, and those that do not would soon be made to understand that they could not steal, kill, &c., without suffering for it. Cannot Congress be induced to do something for which we have all been praying for so long?

I shall continue to do the best I can under all circumstances, but it seems that such acts as taking 175 ponies without law, &c., should not be suffered, and that this small command of troops should be taken away or increased so that the rules and order of the agency could be carried out.

I am, respectfully, your obedient servant,

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
Cheyenne and Arapaho Agency, Ind. Ter., May 8, 1884.

SIR: Mr. William T. Darlington has just this minute arrived from Cantonment and confirms all that has been said about the shooting of buffalo and the division of the pony herd. With this addition, the Indians took from 194 to 200 ponies or horses (Texas stock). The prisoners and balance of the horses will be here about noon.

I am, respectfully,

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
Cheyenne and Arapaho Agency, Ind. Ter., May 9, 1884.

SIR: Lieutenant Gibbon and troops came in yesterday noon with the prisoners Horton and Knight. I at once arranged for their departure for Kansas, and they left here at 2 o'clock p. m. They will be taken to Caldwell, Kans., and delivered to United States marshal, who will convey them to Wichita, Kans., for trial before the United States commissioner. I have directed Mr. S. S. Haury, of Cantonment, to secure witnesses against them and appear there in time for the trial. Lieutenant Gibbon reports that the Indians took about 210 ponies, besides the camp outfit, wagon, harness, saddles, &c.; the balance of the ponies, about 185, were brought here, and I have this a. m. started them in charge of Mr. John F. Williams and police, as an escort, for the trail leading to Kansas, when the herders not under arrest will convey them to their destination.

The Indians are already crowing over their success, and the moral effect of this all will be that we will have much more trouble in the future, and that too of a more serious nature, unless the Government uses its strong hand to suppress such lawlessness, and in a way that will be lasting. I shall advise you of the result of the trial, &c.

I am, respectfully,

D. B. DYER,
Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, May 20, 1884.

SIR: I have considered your report of the 16th instant, detailing the facts as reported by Agent Dyer in the matter of the killing of the Cheyenne Indian named Running Buffalo by a white man named Horton, who was driving a herd of horses through the Territory to Caldwell, Kans., when he was stopped by Running Buffalo and his party, who demanded money and horses as tax for use of grass consumed by the herd while passing through the country. This demand being refused, it is stated that Buffalo fired four shots into the herd and then leveled his revolver at Horton, threatening to kill him, when the latter shot and killed Buffalo and his horse. After Horton gave himself up the Indians surrounded the place where he was put and demanded his life or suitable pay for the death of Buffalo, claiming therefor, at first, the entire herd of horses, but finally consenting to take one-half of the animals, which they did, the agent and the military not being able to prevent them. You think that the Indians should not have been allowed to dictate terms in this matter, and you recommend that the agent be instructed to demand from the Indians the immediate return of the horses, or others equally as good, and that he inform them that if this demand is not promptly complied with Congress will be asked to withhold from their annuities a sufficient sum to cover the full value of the animals and the loss sustained by Horton in the matter. I concur in your recommendation. The agent should also inform the Indians that Horton, having been turned over to the civil authorities, will be dealt with under the laws of the United States, and if found guilty of any crime thereunder will be punished. He should further inform them that any custom obtaining among themselves of demanding a money or property consideration from one Indian who causes the death of another Indian, as compensation and satisfaction therefor, cannot be tolerated or permitted nor allowed to be enforced in cases where a white man kills an Indian or an Indian kills a white man. Such cases are subject to the laws of the United States, and must be tried and disposed of thereunder. The papers are returned herewith.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 30, 1884.

SIR: I have the honor to submit herewith copies of letters dated May 20 and 28 last and the 22d instant, from Agent D. B. Dyer, of the Cheyenne and Arapaho Agency, Indian Territory, relative to certain troubles which he has to contend with in managing his Indians, and requesting that the military be called upon to assist him.

In regard to the ponies mentioned by Mr. Dyer, I have the honor to say that they are a portion of a herd which were taken by the Indians in May last from a white man named Horton, who was taking them through the Territory en route to Caldwell, Kans.

On the 23d of May the agent was instructed to demand from the

Indians the immediate return of the animals which had been taken from Mr. Horton, and also to inform them that if this demand was not promptly complied with a sufficient sum would be withheld from their annuities to cover the full value of the animals, &c. It appears from the agent's letter of the 28th of May that he has made the required demand, but says that "to make Indians who do not depredate suffer for the sins of these lawless characters does not seem right," and "while the majority do not approve of the action of those who took the ponies, they are not going to fight them to make them return the property, but rather they will, in the end, if the Government insists that they must pay for such depredation, they will join the band in these depredations to keep even."

The agent also says that there are a number of desperate characters among these Indians, and the only possible way to compel obedience on their part to the wishes of the Government is to have a strong force of military who will assist in carrying out the instructions of the agent.

In view of the facts I respectfully recommend that the matter be submitted to the honorable Secretary of War, with the request that a sufficient force of United States troops be sent to the aforesaid agency, and that they be directed to co-operate with Agent Dyer in carrying out instructions from this Department, and assist him in maintaining peace and good order on the reservation.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., May 20, 1884.

SIR: I am again in receipt of information of raids by our Indians on people who are passing over the western part of the agency near Cantonment. Only a few days ago a party of Indians rounded up a white man who was on the public highway and took his pistol, &c., and to-day I am informed by the telegraph operator at Cantonment, through Major Dewees, commanding Fort Reno, that "Little Robe's" band are continuing to stop all persons passing by and demanding a *toll*. One freighting team yesterday was stopped and $5 demanded; the man, of course, was powerless to help himself, and gave the Indians all he had, $3, to be released and allowed to go on his way. They accepted that, but told him that he must not return that way. In my letters of the 5th and 6th instants I gave you as full and complete a statement of the affairs here as I could. Nineteen days have now passed, and I am yet without a word from your office. If these Indians are to be allowed to continue such deviltry in this day and age, I don't want anything to do with the Indian business. Unless I can have force to control each and every one of them, there cannot be, with all the patient labor, as much good accomplished as these renegades can destroy and break down, and the result in the end is sure to be worse than at present. Many of them boast that they are not afraid of the Government and that they could wipe out the whites about this country in a hurry. If I have my own way I will give them a trial of their strength if they desire it; but if we had troops enough to do what might be necessary under certain circumstances, I feel sure that these people are cowards, and if they knew that the Government is actually strong enough to put every one of them in jail unless they submitted to its authority there never would be any serious trouble. But after a sufficient number of good, brave men—say 1,000 cavalry—are sent here my first move would be to disarm every one of these Indians. What need have they for rifles, pistols, &c.? There is no game, and why should they be in a condition to depredate and murder at will? Do the whites in the States go armed? Is it more necessary for these men to be so provided? What does it all mean? No orderly community exists where the citizens are armed, and it has been my experience that where people are allowed to go armed crime is sure to thrive, and the need for jails, &c., is the greatest; but it seems unnecessary to dis-

cuss this subject with you, for I am sure we are of the same opinion. How could we differ when the situation is so plain and the object we wish to accomplish is identical; *i. e.*, the best good of the Indian and his speedy civilization. It is extremely desirable that the Department act at once in these matters so that I will know what you propose to do. If the Indians are not to be allowed to keep the 210 or more ponies they took from Horton, no time should be lost in making a demand for them, and if that demand is not honored, then we must be prepared for anything that may be necssary to do on their refusal. I am quietly getting the names of parties who took ponies, and give the following as the result of my labors thus far:

Black Kettle, father of Running Buffalo	26
Stone, father-in-law of Running Buffalo, and Amos Chapman, a white man and brother-in law of Running Buffalo ..... about..	100
Buffalo's family	28
Left-hand Bull (mules)	2
Black Horse	2
Stone Calf	1
Little Robe	1
Total	160

I shall gradually find the others, but the ponies will be run off and sold; in fact, it will be a surprise if many have not already. If they are allowed to keep them, then certainly Mr. Horton has a just claim against the tribe, and those who are not criminals must become so for self-protection. The lax condition of affairs here seems to be a school for evil-disposed Indians, and offers a reward for crime. If ignorant Indians can go into the highway and demand a tax of all passers-by, it is a poor commentary on our service and management. The lives and property of every one who is compelled to visit or pass through this country are at stake, and all for want of power to round up a few worthless Indians. The majority are friendly and well disposed, but if it come to a test of strength between the Government and Indians, I am fully satisfied that a large number would go with the Indians. One grand difficulty about the situation up at the Cantonment is that the Indians have living with them a *negro* by the name of Wesley Warren, who is married to a Cheyenne woman, and has a family by her (these Indians marry negroes in preference to whites). This man is a criminal and an outlaw; has been in the penitentiary, and for that matter should be there now; he has been put out of the reservation, but returns at will; he speaks the Indian language well, and they bank on him for advice, and when he gives it it is always of the worst possible kind; he encouraged them to kill Horton and his men when they were imprisoned in the stone bakery, and was with the Indians, gun in hand and pistol in his belt, when the troops went to Horton's rescue. He counseled them to take all the ponies, &c. Another man, with possibly a little less influence with the Indians, but a much more dangerous man, owing to the position he occupies, is Amos Chapman, a *white man*, brother-in-law to the Indian who was killed (Running Buffalo), and the United States post interpreter at Fort Supply. This man was one of General Sheridan's old scouts in 1868, and in 1874 was wounded in the leg so badly that it was necessary to amputate the leg below the knee. He is a pensioner on the Government at present, and, also, as I stated, is the post interpreter at "Supply." He is the son-in-law of Stone and keeps constantly in counsel with him, Stone calf, Little Robe, and all such outlaws as live in that section. They do their talk at Supply, and General Potter, the commandant, allows Chapman to manage them, as he no doubt thinks Chapman's influence is good. It is all a mistake. Their sympathy for him is undeserved and their confidence misplaced. From what I can learn from the Indians, I am sure that General Potter rarely, if ever, gets a fair interpretation of what the Indians say, and the same is true of the Indians as to what General Potter says. On the occasion of this trouble with Horton, General Potter sent (or he went of his own accord) Chapman to Cantonment. When he arrived the Indians were about to compromise the matter with Horton for fifteen to twenty-five ponies, but after consulting with Chapman they demanded not less than half, and went in and picked them out. Of the 44 work ponies they took 40, and all others were the best, including 7 mules, the wagon and outfit, and saddles. Chapman, with his father-in-law, Stone, drove off about 100 ponies. Such a highhanded piece of robbery, and that too by a man under pay of the Government, is altogether too much to stand, and if that man is not discharged after the horses are recovered and ordered to get out of the country I shall feel that the Government can stand much more than any community less powerful will submit to.

Bark, a Cheyenne, was represented to have been an eye-witness to the shooting. I sent for him, and he came in and told the interpreter that Chapman wanted him to go up and testify against Horton. He told Chapman he knew nothing of the affair any more than that he heard the shots fired. Chapman then told him what to say, *i. e.*, that he saw the whole thing, and that Horton killed the Indian (Buffalo)

without provocation, &c. This Bark declined to do, but stated the facts as I have related them when here. From all I have said to you it is easy for you to see what should and must be done to bring order out of chaos. You certainly can see that I am not responsible for this state of affairs. I have given the condition of things as I found them, and the question is, Will you allow such a state to continue?

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., May 28, 1884.

SIR: I am just in receipt of yours 23d instant, F. M. O., 9824, 1884, and in reply will state that I have notified several Indians already of your decision, and have instructed the police force to at once proceed to the northwest part of the reservation and notify all the parties who took ponies, &c., to bring them in at once. But let me say that while I shall use every means in my power to accomplish your desire, I must confess that I have little faith in getting many of the ponies. The men who took this high-handed course only repeated what they have done for years, and they feel safe in doing so, as the Government has never said positively that they should not, and if they did they would be punished. To make Indians who *do not* depredate suffer for the sins of these lawless characters does not seem right, and, as you know, while the majority do not approve of the action of those who took the ponies, they are not going to fight them to make them return the property, but rather they will in the end, if the Government insists that they must pay for such depredations, they will join the band in these depredations to keep even. I will carry out the policy of the Government as far as possible, according to your wishes, and with avoidance, as far as possible, of all *fighting*. I would, however, hope that the Government will give me support and consideration should I be unable to fill all their expectations, and I really see no correct way through all these matters only in being able to say to the Indians *you must*.

I am, very respectfully, your obedient servant,

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY, IND. T.,
July 22, 1884.

SIR: I have taken occasion several times since my arrival here to acquaint you with certain facts in connection with the affairs here that should be corrected, and to-day I am again forciby reminded that no action has been taken by your Department to correct these evils, and I feel that it is my bounden duty to again call to your mind at least one of the most important matters, and beg at the same time that you will not let the matter rest until you have corrected it. Ever since my arrival here I have been urging the Indians to take farms, or rather locate upon land, near the agency office, and at the same time have said that I would aid, so far as it was in my power, all those who were willing and anxious to work, by breaking and assisting to fence such tracts as they might select. Quite a number of the most progressive young men have manifested a desire to secure a permanent home, and among others one Pawnee man, a Cheyenne policeman. This man has for a number of years farmed 10 to 15 acres of the agency farm, and this year I was so much impressed with him and his work that I proposed to him a few days since that he go to the woods and cut and haul posts sufficient to fence 40 acres of land. I promised that if he would set the posts around this land that I would furnish wire to fence it, would then break it up for him, furnish seed to plant it, and assist him in every way possible so long as he continued to work and improve his condition. The land I picked out for him lies just at the foot of the hill north of here about one mile; and to-day to my surprise he came and told me that the Indians objected to him either taking wire or having the land plowed. In this case, as in all others, the worst class rule and intimidate the others and "Pawnee man" tells me that they will kill his horses, &c., if he undertakes to make a farm here—as I have urged him to do. I am aware that the best way to treat Indians is to never

threaten or promise them anything you cannot do, and I have invariably observed the rule. But the question is, do you propose to let this "dog soldier" element rule the business of this agency, or will you whip them, if necessary, into obedience to your wishes. I hope it will not be necessary to have a trial of strength as we are now situated to accomplish what the Department and all others interested desire, for the result would be the loss most likely of all our lives, and it seems that after all I have written on this subject that the Department should not longer delay in sending troops here, provided all the time that it is your desire to have these people do anything better than draw rations for the rest of their lives. As I have repeatedly said, such a condition of affairs as exists here should not last for a month longer, even though it takes $5,000 to right things. It is a disgrace to our Government, and while we are doing our own race an injustice we are also wronging these people in permitting them to do wrong. I hope it is possible for me to make you see this as I do, for I am thoroughly interested in doing what I know is best for these people. The Horton pony case and the well-known fact that these Indians depredate on every one they please are matters of which you have been thoroughly posted, and I can not think that you will, unless you are powerless to act, permit things to go on to something much worse.

I am, your obedient servant,

D. B. DYER,
Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 19, 1884.

SIR: Referring to office report of the 30th ultimo relative to certain troubles which the agent of the Cheyenne and Arapaho Agency has to contend with in managing his Indians, and recommending that the military be called upon to assist him, I have the honor to inclose herewith, for consideration in connection with the aforesaid report, a letter on the same subject dated the 12th instant, from Agent Dyer, in which he urges that some definite action be taken on the subject.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY, IND. T.,
August 12, 1884.

SIR: It is a far less agreeable, though a more important, duty to speak of defects which need to be remedied in order that the labor of the Department may be productive of the greatest possible good, and it has been my aim during my short stay here to give you, so far as possible, a clear understanding of the actual condition of affairs here and the remedies to apply to correct the abuses. Hardly a day passes without a report of some unwarranted interference on the part of the "lawless element," and I have now to report that White Buffalo, a returned Carlisle boy, who is at present working in our tin shop, came to my office yesterday with tears in his eyes, stating that Mad Wolf had been to the shop and, in the strongest language known to the Cheyenne tongue, had abused him for being on the "white man's road." The young man was much frightened and came to me to see what consolation I could offer. I would like to have you tell me what I should have done or could do under such circumstances. My inclination is all right, and if I had it in my power I would put Mr. Mad Wolf in jail and keep him there on bread and water until I was satisfied that he was thoroughly broken of "sucking eggs." But from past experience here, as I have repeatedly told you, I would not be warranted in any such attempt, for I do not wish to try anything that I cannot carry out, so I told White Buffalo on Mad Wolf's second visit to put him out of the shop and to call on the other boys in the shop to help him do so. This relieved and encouraged him some, but I

know that he will not do it, and dare not hardly think of such a thing, as you know that the "dog-soldier element" would only continue their abuse and in the end force him to go back to "camp" and put on the blanket, &c., or abandon his people entirely. If there is anything in the world to make a man's blood hot it is the thought that after we have taken these boys and thoroughly weaned them from the Indian way that they are then to be abandoned to fight their own people *single-handed.* Imagine a young boy of twenty years facing a company if "dog soldiers" composed of his own people and fighting to be allowed to remain on the "white man's road." I know of nothing much more humiliating to an agent than to feel that he dare not assert the wishes of the Department, or attempt to protect men in such cases against the very worst demoralizers that exist to-day to retard Indian progress. This Mad Wolf should have been in the penitentiary for years. He is captain of the "dog soldiers," and is the man who compelled Agent Miles at the point of his rifle to give him an extra beef years ago, and who Miles's police force tried to arrest and failed, when the military were called upon, and who, I am sorry to say, abandoned the effort and let him go, as thousands of redskins rallied to his support, and they (the troops) could see nothing but death to every man on the place if they pressed the matter any further. After this unsuccessful attempt at Mad Wolf's capture, he was compromised with, and taken to Washington, D. C., and through the Eastern States and exhibited, while the few Indians who stood by the Government at the time were left at home.

In my judgment, the sooner we have a contest to determine whether the Government is more powerful than this class the better, and I must also add that the sooner such men are *killed off* or put in prison the better. Can you imagine anything more disgraceful to our Government than to allow such boys as "White Buffalo" to be left to protect themselves? I am not anxious for trouble, but I know and you know that it makes little difference however hard we may all work, if such men can in a few hours break down all we have done for years. The question still remains unanswered: The "dog soldiers" rule; what are you going to do about it?

I am, very respectfully, your obedient servant,

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, August 25, 1884.

SIR: * * * When the matters at Quapaw are investigated you will proceed to the Cheyenne and Arapaho Indian Reservation and investigate matters at that point, referred to in the two reports of the 30th ultimo and the 19th instant, with their inclosures from the Office of Indian Affairs, and report fully as to the causes of difficulty between the agent and the Indians, with a view of the best mode of relief to be adopted.

* * * * * * *

The return of the inclosures, with the several reports thereon, is respectfully requested.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

Col. ROBERT S. GARDNER,
United States Indian Inspector, Clarksburg, W. Va.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 26, 1884.

SIR: Referring to office reports of July 30 and the 19th instant, relative to certain troubles which the agent of the Cheyenne and Arapaho Agency has to contend with in managing his Indians, I have the honor

to inclose herewith, for consideration in connection with the aforesaid reports, a letter dated the 21st instant, on the same subject, from Agent Dyer, in which he presents additional reasons why the military should be called upon to assist him.

Very respectfully, your obedient servant,

E. L. STEVENS.
Acting Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,
Cheyenne and Arapaho Agency, Ind. T., August 21, 1884.

SIR: During all my correspondence about the situation of affairs here and the general condition of the agency, I am yet unable to find out what you think about the most important of all matters, *i. e.*, the addition to Fort Reno of more United States troops, for the better control of our Indians. In my many letters on this subject I have so thoroughly reviewed the situation that I scarcely know how to say more without repeating myself, and in fact it seems as though any additions to what I have said would be superfluous; but hearing nothing from you directly bearing on that point, I am constrained to offer a few more suggestions. So far as the safety of the employés here at the agency or myself is concerned, I have no fears, although no one can tell just what such a lawless body of Indians might take a notion to do; but it is not this part of the situation that gives me any concern. It is the fact that I am not able to do what I know should be done, and I feel that the Government is not only doing itself but the Indians a great injustice to so far forget the importance of having them know and feel its power and force, if needs be, and I want to say right here that unless you control these people you will have to feed them for generations to come.

Many of them, as I have told you, will not work, or allow others to do so, from pure "cussedness," and I do not *propose* to try to force them to do anything unless you give me the absolutely necessary assistance. As I have repeatedly said, they have never been made to feel the force or respect the power of our Government, and they laugh at the idea of our little military force compelling them to do anything. The farce that has been gone through with on several occasions where the military has been called upon to act and been backed down will never be repeated with my consent. If I ever undertake to carry a point, I mean to be prepared first, and then do it. Any other result is most unfortunate, as you know, and only leaves us more powerless to do good.

While I advocate as strongly as I know how the placing of more troops here, I do not think that they would ever have to fire a gun, as all that will be necessary is to show the Indians that they could be whipped if it became a necessity.

I write now more particularly to call your attention to the fact that the War Department have made a new district here, called the Oklahoma, with General Hatch in command. His headquarters are near Caldwell, Kans., and he has two companies from Fort Riley, one company from Fort Elliott, one company from Supply, and two companies from Fort Reno with him, leaving but three companies (infantry) here. Now that the "Payne boomers" have been put out, I am fearful that the troops will be sent back to their regular posts or encamped permanently where they now are. They should all be sent here, and re-enforced by as many more companies. I know what I am writing about, and tell you that unless there is a large force here you cannot control these Indians, and unless controlled they will make mighty little progress. If the troops could not be spared, or placed here without great expense, it might be better to let the Indians have their own way for years to come, as they have in the past; but I, for one, can see no use for such a course now. The troops are of no earthly use at Fort Supply, and I cannot see that many at other points not far away are needed; but I do know, and every one who is familiar with the situation will agree, that there is not another place in the United States where they are needed more than here. If some of the Army officers are consulted they may not agree with me, but if you do not already understand the situation as I do, you have but to send any practical man here who has the advancement of the Indians at heart, and I will guarantee that he will approve of my plan and no other; so I return to the question of more troops, and ask you to tell me what I am to expect in this line, without giving you any new cases of "bulldozing" at the hands of men who defy us all.

I am, very respectfully, your obedient servant,

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., September 23, 1884.

SIR: * * * but I am inclined to the opinion that the non-attention given to farming upon this reservation is more attributable to the fact that the Indians, "with some few exceptions," have no desire or inclination to try and become farmers, or even to try and become partially self-supporting, so long as the Government supports them in idleness and they get a cash annual payment of $10 per capita from lands leased, besides the small amount of, say, $20,000 per year, obtained from freighting; this statement of facts may reasonably be expected to continue, together with the fact that there is a certain bad element here, known as the "dog soldiers," chief among whom are "Mad Wolf," "Stone Calf," and others, who won't work, and intimidate others from working either in the fields or in agency shops. If an Indian intimates a desire or willingness to select a piece of ground and attempts to open it up for a farm, the "dog soldiers" tell him he is foolish, a ghost, or something equally as bad in Indian superstition, and that he must not get on the white man's road (meaning that he must not try to be like a white man), and should he not heed them, and commence to try and farm, the first thing he knows some of his stock are killed. I am informed that frequent instances of this kind have occurred, and have been practiced to such an extent by the "dog soldiers" that they consider themselves masters of the situation, and instances have occurred wherein they have defied the agent and the military authorities stationed at Fort Reno. These instances occurred under the administration of ex-Agent Miles, and I apprehend the Department have been advised of them in detail at or near the times of their occurrence.

I have made diligent inquiry into the matter referred to in the communications of Agent D. B. Dyer, and from the best information obtainable I am of the opinion that he has stated the situation of affairs correctly and as the facts justified and warranted him in doing. I apprehend that it is the desire and intention of the Department that Agent Dyer should push these people in the matter of farming and on the road towards self-support; and in case he makes the attempt to do so, he will most undoubtedly meet with resistance at the hands of "dog soldiers," and in the event of such a happening the present military force now stationed at Fort Reno would be entirely too small to furnish the desired and actual necessary assistance and protection required. The present force at Fort Reno is five companies, aggregating 268, rank and file, and in view of all the facts I cannot do otherwise than respectfully recommend that the military force be increased to at least ten companies; that the safety of the agent and agency employés demands this proper protection.

The population of Indians at this agency is as follows: Arapahoes, 2,198; Cheyennes, 3,769; children at school at agency, Carlisle, Chilocco, Lawrence, Fort Wayne, &c., 304; making an aggregate of 6,271, as appears from the enrollment of July, 1884. It might be proper to state that the Indians are well armed and exceedingly well supplied with ammunition; the male adults eighteen years old and over number at least 1,300 to 1,400, possibly more; it therefore can be readily seen that if they should take it into their heads to become unruly, or even go onto the war path, the present military force is wholly inadequate for the occasion, and should be increased to meet any emergency that might possibly arise.

* * * * * * *

Very respectfully,

ROBERT S. GARDNER.
United States Indian Inspector.

The Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, December 24, 1884.

SIR: The agent for the Cheyenne and Arapaho Indians in the Indian Territory has made numerous complaints to this Department of the conduct of the Indians on his reservation, stating that they defy his authority, ignore his directions and instructions, except such as are in consonance with their own wishes, and generally do about as they please. As a rule they refuse to work, and those of them who are willing to follow industrial pursuits are deterred by the persuasions and threats of the majority of the tribes.

These Indians, with superior advantages for advancement in civil-

ized pursuits, are non-progressive, and seem to be determined by their course and conduct to remain in their present ignorant and dependent condition. They number about 1,200 or 1,300 fighting men, who are well armed, and they are well aware of the strength of the military in the vicinity of the reservation, and consequently are overbearing in their conduct and exacting in their demands upon the agent, and also upon all others who may come within their reach.

The contractor for supplying the Government beef for these Indians, who is required by his contract to hold a sufficient supply of cattle near the agency to meet the wants of the service, complains that these Indians are constantly depredating upon his herd to such extent as to render it almost if not quite impossible for him to fulfill his contract.

The agent reports that there are a number of desperate characters among these Indians, who exercise great influence for evil over the body of the tribes, compelling returned students from Carlisle and other schools to leave the shops and cease from working at their trades, and discouraging in many ways any of the well-disposed Indians from going to work or in any way following the advice of the agent, who in this state of affairs is powerless to accomplish much if any good among them.

In view of these facts, the Commissioner of Indian Affairs has recommended, and I concur in his recommendation, that the War Department be requested to station a sufficient force of United States troops at the posts in the vicinity of the Cheyenne and Arapaho Agency to co-operate with the agent in carrying out the instructions of this Department and to assist him in maintaining peace and good order on the reservation.

The question as to the number of troops required and where they shall be stationed are matters for the discretion and judgment of the War Department.

I have the honor to request that the subject may receive your early attention and action.

Very respectfully,

H. M. TELLER,
Secretary.

The Hon. the SECRETARY OF WAR.

CHEYENNE AND ARAPAHO AGENCY, INDIAN TERRITORY,
Darlington, August 9, 1884.

SIR: In compliance with instructions contained in yours of July 1, I have the honor to present this my first annual report for this agency, but my fifth in the Indian service. I take pleasure in calling your attention to facts and statistics which have been gathered here by arduous labors, and patient and careful consideration of matters of importance since my arrival April 1. It is a far less agreeable though a more important duty to speak of defects which need to be remedied in order that the labor and exertions of the Department may be productive of the greatest possible good; and it will be my aim to give you so far as possible a clear understanding of the actual condition of affairs here, our wants, and the remedies to apply to correct the abuses.

The most serious difficulty to the advancement of these Indians lies in the lack of power to control them, and the best results will never be obtained until our roving and lawless Indians are under complete control, and forced not only to stop depredating, but compelled to keep hands off of such Indians as desire to work. It is the practice of the "dog soldiers" to compel the attendance of all Indians on their medicine-making; and on refusal of any one to attend, his teepee is cut up, chickens, hogs, and cattle killed, growing crops destroyed; they rule with an iron hand, and their will, right or wrong, is absolute law.

We have here 2,366 Arapahoes and 3,905 Cheyennes, making a grand total of 6,271 Indians. Outside of the United States police, a few half-breeds and the Indians em-

ployed in shops or in teaming, all wear blankets, live in teepees, and are uncivilized; have the manners, ways, customs, superstitions, &c., which have been attached to their races for generations gone by. There is not one full-blood Indian living in a house, except as above noted. They idle away their time, and those that have small patches that they call farms, consisting of from one-quarter of an acre to 10 acres, abandon their crops on the slightest invitation and go to medicine or a feast, which keeps them away ofttimes for a month when they are most needed at home. I have great faith that this state of affairs can be changed; first, as I stated, they must be controlled, and those who will work and wish to abandon their old way must be assisted, encouraged, and *protected*.

They have here over 4,000,000 acres of land, and while it is true that a very large majority of this land is only fit for grazing purposes, it is also true and can very readily be seen that it is not necessary to have a great amount of good farming land for only 6,000 people, and that a large part of the 4,000,000 acres can be practically worthless for agricultural purposes and still have sufficient good land for all their wants. This is undoubtedly true of this country, but the small patches of rich land in the bottoms are ample and will some day support these people handsomely.

All Indians that I have ever met, I care not how ignorant, know the difference between right and wrong, and if told that the *law* is so and so, are as capable of obeying it as whites, and it is a great calamity to them as well as the Government that they should be allowed to exist and keep up their old customs and practices, &c., when a simple act of Congress would so quickly transfer them into law-abiding citizens. The lower House of Congress, at its last session, struck the key-note to the whole situation, and I am sorry that the Senate could not agree that—

> Any act which, when done by a citizen of the United States, would be a crime, shall be and is hereby declared equally a crime when done by any Indian upon or belonging to any Indian reservation, and such Indian committing such crime shall be subject to the same jurisdiction and amenable to the same process that any citizen would be in like case.

This is not complete enough, but would have been a splendid start in the right direction. They must conform to the will of the Government or take the consequences, and it is important that this should be made intelligible and significant to them. The speedy punishment of the Indians who took part in the raid on Horton, and forcibly took possession of over 200 ponies in May last, would have gone further to break down the power and influence of the worst class of Indians than all the threats that an agent could make during the rest of his natural days. In these tribes, like all communities, there are particularly hard cases, who succeed better in general devilment than most of their friends, because they devote more attention to it, turning all of their energies in that direction, and bringing themselves to bear on it with an earnestness and assiduity that could not fail to render them prominent. The occurrence of many such raids will go further to break down the power and influence of the Government, if the guilty parties are left unpunished, than anything that can be done. These Indians ceased to be useful and became wholly ornamental when they quit hunting and settled down here to do literally nothing. They should have been from the start given to understand that they must *work*, and the power of the Army should have been used to see that they did. I imagine that the thousands of hard-working mechanics, artisans, farmers, and merchants, who pay a large tax and have the best interest of our whole country at heart, would be surprised if they could pause from their work and take a fair view of the 6,000 lazy Indians who daily draw their pound of flesh, and the blood with it, hides and horns thrown in. At times I get discouraged when I look over the vast work to be done here, but so far from losing hope, I am only nerving myself to fresh exertions, and I know the best way to deal with Indians is to neither promise nor threaten anything that cannot be carried out, and to deal with them always in strict justice; treat them as human beings, like ourselves, as they have much of human nature in their red skins, and are, as I have remarked, as capable of listening to reason, when the reason is good, as if the color was white.

Resources sustain nothing, but labor sustains everything. This is a good country for diversified crops, but the importance of agriculture among the Indians has been overlooked. I hope to organize the labor here so as to be able to produce all the wheat, corn, sugar-cane, vegetables, and fruits required to support these people. I shall not increase the amount of money expended, but shall try hard to get 100 cents' worth of value for every dollar of the people's money expended. Twenty-five good farmers as industrial teachers with agricultural implements and wire for fencing farms should be allowed us for several years, and it seems strange that $300,000 per year can be secured for the purchase of beef and flour, and that this all-important end to be accomplished is so neglected.

AGENCY.

The agency is located on the east side of the Cheyenne and Arapaho Reservation, within 2½ miles of Oklahoma, on the north side of the North Canadian River, and in the first bottom which reaches back to the high land, some 2 miles away. For miles from

this point the banks of the stream are denuded of timber, and there are only such trees growing around the agency as have been planted in the past few years. The situation is anything but good, especially when there are so many desirable spots so close at hand. During the rainy season pools of water stand all over this rich bottom land, and with the dirt about the camps it would be a stretch of imagination to call it healthy. The climate here is mild, so much so that any one coming from the extreme north would likely call it summer the year round. The nights are always cool and comfortable. In the early spring the prairies and cañons are covered with beds of gorgeous flowers, but the varieties are not so great as are seen in the eastern part of the Territory. The surface of the country is generally rolling, and in some places almost mountainous, with few streams and less timber, and dreary to look upon in March when I first visited it, as the prairies were bare, having been burned off; but at this season of the year a drive on fine roads, with beautiful and widely extended plateaus upon either side, rich in all the elements of fertility, is a pleasing contrast. The high prairies only need irrigation, or an increased rainfall, to make them yield luxuriantly, while the low bottoms can be depended upon to produce bountifully nearly every year. The reservation embraces 4,297,771 acres, and is bounded on the north by the Cimarron River and the Cherokee strip, on the west by the Pan Handle of Texas, on the south partly by the Washita and Canadian Rivers, with the ninety-eighth degree west longitude for our eastern line. The above rivers, with their tributaries, give ample water for stock on almost all parts of the reservation, and with the exception of the sand hills the grass grows most luxuriantly, making ample range for large herds of horses and cattle.

The scarcity of timber is one of the greatest drawbacks we have to contend with, and one that can only be overcome by the arrival of a railroad. Think of going 15 to 25 miles for logs for the saw-mill, or wood for fuel for schools and agency use and in so sparsely timbered a country. When I say that the military require for their use alone 1,600 cords per year you can readily appreciate what we are coming to, unless coal, &c., can be brought in by cheap transportation.

CHEYENNES.

The Cheyennes are said to be the smarter race of the two, but in so short a residence I am not fully prepared to give an opinion. That they are at present further from civilization I am positive, and that they are insolent, headstrong, domineering, and hard to restrain cannot be questioned. They have never been whipped, and boast that they could wipe us out at any time—a matter that should speedily call for the attention of the Government, as no considerable progress can be made so long as this feeling exists and this element rules the actions of the tribe. My hands are manacled and the "dog soldiers" rule supreme.

The Indian question is one of great and absorbing interest to our country, and it is to be devoutly hoped that the Army will be called upon to compel this lawless element to obey the rules of this office, and exchange their rifles and pistols for agricultural implements, and settle down to farming, instead of continually riding over the country and depredating on every one who may come within their reach. It is a disgraceful state of affairs, discreditable to our Government, and should not exist another day. Men that can fight as these have can work, and why a few score of young bucks should be allowed to interrupt public travel, levy tax on herds and freighters, intimidate, browbeat, and threaten the lives of people quietly passing through the country, compel the attendance of their own people upon the occasion of the medicine-making, whether they believe in it or not, under penalty of having their tents cut up, their dogs, horses, cattle, chickens, &c., killed, and create a disturbance at will, is more than a law-abiding citizen can understand. The relations of these Indians to the Government have never been cordial. Nor is it strange at all when we consider that they have *never* been made to respect its authority. They are proud of their own tribe and despise the Arapahoes. Part of their dislike comes no doubt from the fact that the Arapahoes have stood by the Government when they were hostile. Cheyenne women sometimes marry Arapahoes, but I am told the men never do.

They make medicine several times during the season, which occupies several months of their valuable time. At the medicine some very extraordinary scenes can be witnessed. For the Buffalo and Sun dances a large number of the braves are selected on account of their physical strength and endurance; they strip and paint themselves to the waist; some torture themselves and dance until they drop from sheer exhaustion; not many stand it for more than a day or two without food or water. Their endurance is worthy of a better cause.

The idea of a future existence, I believe, is general among these people, but it is said if one dies by hanging they are forever lost. Their religion will change greatly as they advance in civilization, but superstitions will cling to them for generations, and it will be many years before they treat their women other than as slaves.

An Indian does not entertain the idea that girls exist merely to display fine drapery and look pretty; they have a decided notion that they were born to labor; and of the 75 acres reported as being under cultivation by full-bloods of this large tribe, hardly any of it was worked wholly by men. In addition to the above 75 acres, two half-breeds have farms of 100 acres, and the corn yield will be satisfactory.

ARAPAHOES.

The Arapahoes are generally quite tractable, good-natured, and inclined to be progressive; but, like all Indians, they lack adhesion and zeal, have aggressive habits, and in the tribe there are some who are as bad as the worst Cheyennes; and while I have laid little of our trouble at their door, I have done so because they are generally more inclined to the right, and if separated from the Cheyennes, would, I think, do much better. Still, some of the depredations reported are traceable directly to them, and while such reports are in some cases exaggerated, allowing a reasonable margin for enlargement, there is much that I know to be true that needs speedy correction. The ordinary police work of a great Government like ours ought to be sufficiently well done to render such scenes as are of weekly occurrence impossible.

Many of these people are insensible to their degradation. Their women possess no will of their own, and would not be allowed to exercise it if they did. They are sold at the age of twelve or fourteen years to the man who will give the most for them, and they at once become his slave. They suffer beatings and general abuse, do nearly all the work, and enjoy (?) the affections of their liege lord frequently with several other wives. These remarks apply equally to the Cheyennes, who hold and treat their women with the same iron law. They bear more affection for their children than anything else, seldom if ever whipping them; but I am sorry to say that the same feeling is not manifested by the children when grown, who not unfrequently chastise their old parents.

The full-bloods of this tribe farm in a small way, having planted the past spring 422 acres to corn and garden vegetables; but I am safe in saying that not more than 100 acres of this will produce *anything*, owing to the fact that it was abandoned as soon as planted for the medicine.

The half-breeds have good farms in the Oklahoma country, and will harvest bountiful crops from about 200 acres of well-tilled land. They all love to boast of their large farms, and the signs they make to convince me that they are "pushing hard" on the white man's road are truly wonderful.

The sign language is most expressive, and should be generally used by all people.

When the military abandoned Cantonment, Little Raven, an Arapaho chief, was given a hospital building, which cost the Government $12,000, for a residence. He sleeps in it occasionally, but has his tepee in the front yard, where his family lives. Raven has a farm of 40 acres in the river bottom; the land is most excellent. In the early spring he plowed it and planted corn, but at once abandoned it and left to lead the medicine-making; the result is not an ear of corn, but a magnificent crop of weeds. A majority of these Indians profess a desire to farm, but most of them wish to go from 50 to 100 miles away from the agency, rather than locate close by, where I can see and assist them, and know just what they are doing at all times. It is easily understood why they wish to go so far from any seeming restraint; *i. e.*, if the corn crop fails the cattle harvest will be good.

FARMING.

The question now agitating the Indians is, shall we go to farming? My proposed innovation on their do-nothing every-day life is opposed by the extremely conservative class, who regard a change of any kind as synonymous with an attack to subvert their people, and they are unable to see anything but ruin and anarchy among the people in the following of the plow and living in houses, or, as they express it, getting on the "white man's road." But while this question is assuming so much importance, and promises to be lively and entertaining, there are quite a number who, if left to do as they please, will make good farms and homes for themselves and families, while some others cannot be induced under any circumstances to work. If they can keep body and soul together by obtaining in some shape the results of the labors of others, as they say, they are not ready and will not be civilized, and look upon any one who wishes to advance them in agriculture as their enemy. The lack of rain during the summer seasons in the past has been a bar to agriculture, but as the country is undergoing a climatic change as the rainfall is constantly growing greater west, I am of the opinion that when the seeds are put in at the proper time we will have no trouble in raising good crops on the bottom-lands, and when the sandy soils demand rain for the growing crops it will come. It seems that the individual should be content to leave the future in the hands of God.

CATTLE.

The cattle business under favorable circumstances is a paying business, but it is questionable if it will pay the Government to enter into it on their own account, and it is extremely doubtful if these Indians will for many years to come be successful stock-raisers. They cannot wait for the natural increase, and if they are possessed of a cow, whenever they are hungry and there are no stray stock handy they at once kill their own. The idea of these wild beef eaters raising cattle is out of the question until they have made further advancement; still there are a few exceptions, and two or three full-bloods have small herds started. The experience of the Government the past year should satisfy most any one that it will not pay to continue the business, as out of 801 cows and 25 bulls purchased one year ago but 509 cows and no bulls could be found this spring, the balance having been killed, it is supposed, by the Indians, or died from starvation, as they are compelled to subsist entirely on the range the year round. Seven hundred and fifty of these cows cost $37.50 each and the 25 bulls cost $98 each; the 292 cows lost, $37.50 each, cost $9,950; the bulls cost $2,450; add to these amounts the actual pro rata per head of cost of herding the same for one year, *i. e.*, $740, and we have a net loss of $13,140. The results in some other cases have been nearly as disastrous, and I am safe in saying that the loss of cattlemen by depredatory Indians on the reservation was the past year not less than $100,000; add to this the annual tax received by the Indians of $75,000 for the use of a sparsely occupied range, and it can readily be seen that the cattle business has other than bright sides. So general has this practice of depredating become, that I am compelled to note that a returned Carlisle boy led a party who shot down seven oxen from a train that was freighting on the western part of the reservation.

Twenty acres are considered necessary for each animal, taking the year through, as there is such a small per cent. of winter range, and in my opinion it is only a question of time when all stock must be provided with feed during the severe winter weather. The expense attending the management of the cattle business is quite large, especially during the spring "round-ups," which might be described about as follows, viz: All cattle on a certain section of country are collected together without regard to owners, and the different cattlemen interested work extremely hard, work their horses harder, and nearly kill their cattle in their efforts to separate their various brands, as the cattle are kept constantly moving by some one riding through the herd looking for their particular brand. At one of these "round-ups" in April last I saw 100 men, and it was said there were about 6,000 cattle that had survived the severe storms of winter. This manner of wintering stock is nothing less than slow starvation, a test of stored flesh and vitality against the hard storms until grass comes again. The skeleton frames of last winter's dead dot the prairies within view of the agency with sickening frequency. Still, this is in the heart of the great grazing regions of the West, and, until we have a greater rainfall or can irrigate, the country must in the main remain a paradise to stock-raisers.

The great loss of agency cows and bulls noted above does not include the loss of beef steers received last January for issue to Indians.

The Cheyennes and Arapahoes have but 2,318 ponies and mules and but 1,694 cattle—1,000 of the latter belong to a half-breed Cheyenne—which shows these tribes to be very poor, considering the great number interested.

SANITARY.

The health of these people has been remarkably good, considering their condition and habits. Their filth and general neglect of health invite disease as a natural consequence, and if the cholera or any epidemic disease should get a start the mortality would be most fearful. Cleanliness is insisted upon as being next to godliness, but advice on this subject will be required for years to come. The romance and beauty is all taken away from an Indian village by a personal visit. The dirt, stagnant water, offal from slaughtered beef, &c., the year around, makes a mess of stench more than a white man can stand. In fact, they select most unwholesome localities for camps, and it is a wonder that the death-rate is not greater. Syphilis is common among them, most especially the Arapahoes, who have little regard for virtue. Be it said to their credit that they are generally temperate, and I have yet to hear of a full-blood who has been under the influence of liquor.

TRANSPORTATION AND LABOR.

I desire to give credit to the Indians when it is due, and it is worthy of note that they haul their supplies from Kansas, 135 miles away. It is true the Government pays them liberally for hauling the goods which are purchased wholly for their own use, but this is a step far in advance of their former life and will lead to better results

in the future. They must be encouraged in this way, and those who show a desire to help themselves should be assisted in many other ways.

The young men in our shops deserve credit for their perseverance and steady habits, and they should be paid *increased wages* as they become proficient in the trades.

We only issue beef and flour to these Indians; all other supplies are purchased by them, from sales of beef hides, grazing tax funds, and the pay for their labor in transporting supplies.

The education of the mind makes the training of the hand speedy and easy, and it can be readily seen that the young men who have been in school and learned to talk make much more rapid advancement in the shops, on the farm, or in other branches of work than those who have not had such advantages. The immediate demands of these people is a practical knowledge of how to supply their wants, and the transportation of supplies, coupled with farm work, under competent instruction, is a good school for them.

EDUCATION AND SCHOOLS.

The two Government schools from April 1 to June 30 were certainly little credit to teachers, Indians, or any one else connected with the work. They were not more than half filled, and the children came and went about as they pleased. In the latter part of June the Arapaho chiefs issued an edict that their schools must be filled up, and the dog soldiers were called upon to execute it, which they did be it said to their credit, and for a few days before the close of the term that school had a good attendance. But the Cheyennes having taken a dislike to the superintendent in charge of their school, did nothing to build it up, but rather tried to tear it down. Like all other branches of the agency work, the lack of power to compel the Indians to do as we think best is fully manifested here.

What I have said of the Government schools proper will not apply to the two schools controlled by the Mennonite Society. Their schools, although having a small number of pupils, have been quite successful; but they want more children than they can induce to attend, and the necessity for the strong arm of the Government to adopt compulsory attendance is fully understood.

At no period in our history has the education of the Indian been generally and earnestly discussed as during the past year, and the failure of schools to confer the benefits expected has dissatisfied some who are now led to question the advantages of education, holding it responsible for the sins of ignorance. But the good results from school training can only be seen where the Government continues to instruct after the pupils have left school, and I claim that the $1,000 spent on a boy at Carlisle or elsewhere is of little value, unless it is followed with an additional expenditure of, say, $250 per year for at least two years after his return in assisting him in opening and making a home.

It is desirable that every child should have the benefit of school training, and we have reached the point that fully warrants the Government in enforcing compulsory education among these people. Every means have been used to induce them to keep their children in school, without good results, and they can have no excuse other than want of appreciation. If their children were at work and their labor necessary to keep poverty from the door the situation would be changed; but I can see no earthly excuse for their non-attendance, neither can I see why they should be abandoned when they leave school. The few good results that I have noticed are due to the personal energy and benevolence of a few of the teachers, who have manifested unsurpassed fidelity under the most discouraging difficulties.

The heavy drafts for children for Carlisle, Chilocco, and other schools depletes the agency schools, and aside from the discouragement to teachers, it is hard to fill the places of children from the camps.

The industrial branch has been neglected; but it is my intention to, so far as possible, follow the wishes ot the honorable Secretary Teller, whose views on this subject I consider as pure and sound as gold.

The average attendance of children at school is as follows:

Cheyenne Indian boarding school	71
Arapaho Indian boarding school	66
Mennonite mission at agency	28
Mennonite mission at cantonment	22

Reports from superintendents of these schools herewith, except Cheyenne—the superintendent having left the service.

RETURNED CARLISLE PUPILS.

The Government seems ready and willing to educate the Indians at school; but after a boy has been at Carlisle for three years he is sent back to the filth and dirt of camp life with nothing to do or do with. If I could have my own way I would give these

boys a practical education in farming. I would break and fence for them 40 acres of good land, build thereon a small house, and in other ways assist them to a start in the world. One energetic farmer as instructor could look after a dozen of them and keep them going; the cost would not be great, but the results would be lasting, and in the end $250 that have been spent per year on each one while at school would not be lost. What I would do would cost no more than to continue them in school for two years longer, and would certainly do much more good, and render what has been done useful instead, as in most cases, a dead loss. It can hardly be expected that the Government will furnish all these young men employment when they return from school, as blacksmiths, tinners, carpenters, harness makers, &c., but they can all engage in agriculture, and should, I think, be encouraged to do so. They exercise a most potent influence with the tribe, the old signifying their approbation and seeming to acquiesce in their desire for more knowledge and better homes.

INDIAN POLICE, CRIMES, ETC.

The police force of the agency consists of 40 men, 25 Cheyennes, and 15 Arapahoes. They are not drilled or disciplined, and while some are good men many are practically worthless and cannot be depended upon in any contest with their own people. They are only used to prevent the driving of unauthorized cattle over the reservation, looking for whisky peddlers, and in rounding up whites generally who are on the reservation without authority.

The pay of all Indian police is too small, and it would be better to reduce the number by half if the pay could be doubled. They should have two complete uniforms per year; their ponies should be fed, and full rations for themselves and families should be issued to them.

The court of Indian offenses has never been established here, and I doubt its practical workings at the present time.

Few crimes ontside of depredations have been reported. A white man was murdered while herding cattle on the range of Robert Bent, a half-blood Cheyenne. It is supposed that he came upon an Indian while in the act of skinning a beef, and the Indian, to hide his crime, deliberately and in cold blood shot him.

AGENCY AND OTHER BUILDINGS.

Here at the agency proper are the agent's residence, a one-and-half story structure, 27 by 36, with kitchen attached, 14 by 14; it is in good repair, but the ceilings are too low, and there is not enough room for a residence of this kind. Eight other residences for employés (all out of repair); a physician's office, 16 by 30; a large brick commissary, 60 by 120, with office in second story, adequate in every respect for the business of the agency; a blacksmith and carpenter shop of brick, 30 by 85, both roomy and complete; a large barn for agency work-teams, which needs repairs; a stable and carriage-house at agent's residence, 21 by 33; a saw-mill building, 28 by 96, not in good repair, but sufficient in size for all requirements; a corn-crib, 27 by 33—this building is nearly rotted down; a boarding-school building for Arapahoes, 60 by 120, much out of repair; a neat little brick laundry; a large brick school building used by the Mennonites for both Cheyenne and Arapaho children, all of which are the property of the Government. There are also three large trading stores, with residences for employés employed therein; a hotel, a livery stable, and residence, a printing office, and a neat little cottage belonging to and occupied by the agency interpreter. Two and a half miles to the southeast and across the river is our large cattle corral, 277 by 586, with scales and scale-house, all nearly rotted down and unfit for use. To the north three miles away, at the Caddo Springs, stands the large Cheyenne school, on a beautiful hill skirted on the south by a fine natural grove of blackjack timber. Sixty miles to the northwest, on the bank of the North Canadian, we have a group of old abandoned buildings formerly occupied by the military, but now used by the Mennonites for school purposes; all of these buildings are out of repair and many of them entirely worthless. Very few of the buildings of the Government and none of the fences are in proper condition, and many additions to the Mission school buildings are needed to make them convenient and comfortable, and to attain the best results.

FORT RENO.

Fort Reno is only 1¼ miles southwest of the agency, on the south side of the river, situated on the summit of a gracefully sloping hill. It stands within full view. The parade ground is in the center of the inclosure, and is large enough to make quite a park. The large stone, brick, and frame structures surround it, broad graveled roads with stone walks lie between the buildings and the grassy square, and on either side healthy trees are fast growing to beautify the place. The residences of the offi-

cers, fronting as they do the drive about the parade grounds, are of brick and frame. They are large square structures built in the southern style, with entrances in the center, and appear large enough for small hotels with wide piazzas. They are beautifully furnished. West of the parade ground a broad road separates the corrals, wagon and feed lot, and runs south past the immense establishment of the "post trader." To the west of this and down the slope are the white teepees of the Indian scouts and their families. This is a splendid little post, fitted as it is with all the comforts for six companies, and as we daily hear the bugle's melodies and the boom from the field piece proclaiming the military day ended, we are reminded by their thrill that Nation with a big "N" is a reality. Only a little over 200 men are regularly stationed here, whose duties include scouting in Oklahoma, so at the *present* time there are less than 150 men at the post. Such a force to compel obedience among six thousand wild Indians amounts to a farce. One thousand men would be little enough, and I doubt if there is another place in the United States where they are needed as much.

MISSIONARIES.

The faithful missionaries among the Indians seem at last to be reaping the reward of their toils they have been undergoing for the last generation, in seeing a growing demand all over the country for schools of instruction for Indian youths. The prejudice against educating the Indian is fast leaving the minds of both white and red, and it appears that the labors of many who have devoted their lives to efforts among this race have succeeded in making a lasting impression. During my short residence here I have found the Mennonites who are engaged here most earnest and faithful people, who seem to have but one object in view, *i. e.*, the raising of the Indian to our civilization. The Presbyterian society have also had a young man here who has rendered valuable service; but the main purpose of all who accomplish any good here must be to teach the Indian how to make a living.

In conclusion, let me say that I shall carry out the policy of the Government as far as possible according to your wishes and with avoidance as far as possible of all complications with the Indians. I must, however, hope that the Government will give me support and consideration should I be unable to fill all their expectations. I am profoundly grateful for the confidence which the Interior Department has reposed in me, and in the future as in the past, I shall do your bidding, believing that my transfer from Quapaw Agency is a compliment for faithful services rendered. I ask your forbearance, trusting it will be extended to me, and hoping that each recurring year I may be able to feel that I have done my duty and advanced the Indians under my charge.

I am your obedient servant,

D. B. DYER,
United States Indian Agent.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
Washington, December 26, 1884.

SIR: I have the honor to inclose herewith a copy of letter from the Commissioner of Indian Affairs of the 24th instant, and of its inclosure, on the subject of the conduct of the Cheyenne and Arapaho Indians in the Indian Territory, for your information and consideration in connection with my letter of the 24th instant, requesting that a sufficient force of troops be stationed at the military posts in the vicinity of that agency for the purpose of co-operating with the agent in compelling compliance with the instructions of this Department on the part of the Indians.

Very respectfully,

H. M. TELLER,
Secretary.

The Hon. the SECRETARY OF WAR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 24, 1884.

SIR: I have the honor to submit herewith a communication from B. B. Dyer, agent for the Cheyenne and Arapaho Indians in the Indian Territory, which, taken in connection with other statements made by Agent Dyer and information of a similar character derived from other sources, leaves no doubt on my mind that the condition of affairs at that agency imperatively demands prompt and decisive action.

This tribe of Indians can muster on a few hours' notice 1,200 or 1,300 fighting men, armed and equipped with the most approved pattern of breech-loaders, with an abundance of fixed ammunition. All the evidence goes to show that they are bold, insolent, and defiant, committing at will crimes and depredations only limited by their own inclinations. Some few of these Indians are disposed to be quiet and peaceable and willing to engage in some kind of work for their own support, but the vicious and turbulent element is very largely in the majority, and terrorize the others to such an extent that no farms can be opened, no fences built, and absolutely no improvement in the civilized pursuits of life made, or can be made unless the lazy, wicked, and turbulent members of the tribe are compelled to abandon their villainous practices and settle down to a peaceable and honest mode of living. As the matter now stands the agent is utterly powerless to control these Indians, and the few troops in that vicinity are held in contempt by the Indians because of the smallness of their number.

There is but one remedy for this bad condition of affairs, and that is to place under the direction of a brave and prudent officer a sufficient number of troops in the vicinity of that agency, who can surround simultaneously the different camps of these Indians and disarm them before any general alarm is given. The number of troops sent should not be less than 3,000. That number would convince the Indians that resistance would be useless, and consequently there would be no contest and no loss of life. A small number of troops would be worse than none. If the Indians were disarmed and no means left for them to procure arms, the road to their improvement would be open, and there would be some hope of making them self-supporting, but unless this is done there is no hope. In this connection allow me to call attention again to the fact that there is no law to prevent parties outside of an Indian reservation from selling arms and ammunition to Indians, and unless Congress passes such a law these Indians will soon be in possession of arms again, and the trouble and expense of disarming them now will be labor and expense for nothing.

Very respectfully,

H. PRICE,
Commissioner.

Hon. H. M. TELLER,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 24, 1884.

SIR: In compliance with your verbal request of yesterday evening, I have the honor to call your attention to additional facts in connection with the situation of affairs at the Cheyenne and Arapaho Agency, Indian Territory.

In my several letters especially reviewing the disposition of the Indians, I have

fully recited the condition of affairs there and reported important matters as they were presented.

The killing of Running Buffalo, a Cheyenne Indian, by a white man who was driving horses through the country from Texas, and the taking of a large part of his herd by the friends of Buffalo as payment for his death, and our inability to protect the property, are facts fully known to your office.

The action of the "dog soldiers" in compelling the attendance of all members of their tribes upon their medicine-making; their opposition to any one opening farms at the agency; their threats against those who have undertaken to do so, are matters already reported and of record in your office.

I left the agency for this city the early part of this month. Events transpired shortly before my departure that only add to the statements already made, showing the necessity for United States troops. At my request you furnished a large lot of fence-wire with which to inclose a pasture for the Government herd and land for farms for Indians. On the arrival of this wire at the agency the Indians called a council and decided that they wanted none of it for fencing farms, and that they did not want me to use it to inclose a pasture for stock; they wanted it sent back to you and exchanged for beef, as they could not eat it. I told them that it was for them and their good that we were doing these things, but they refused to consider anything for their good that would lessen their supply of food or compel them to labor. I told them the plan was to build the pasture fence for the better protection of their cattle, but they threatened to destroy the fence if I put it up, and refused to allow their young men to work for me. I persuaded them not to do this, and supposed I had a fair understanding about the matter; but no sooner was the fence completed around 25,000 acres than they went out to the range and *set fire* to the grass, destroying the whole winter range inside of this inclosure in two days. The purpose of this was to scatter the cattle so that they could more easily depredate upon them. They burned this same range last year and scattered the cattle, so that the Government's loss was over $13,000 from this herd that I was trying to protect. What the result will be this year can only be judged from the past. The beef contractor claims that his loss the past year and a half has not been less than 1,500 head of cattle, and I am certain that $100,000 would not pay for the property destroyed by these people the past year.

Scarcely a week passes that does not bring notices of depredations, intimidations, &c. These facts are known to every one in that section. Our police force, composed of their own people, are powerless to right these wrongs, and the condition calls for a speedy remedy.

It is a notorious fact that these Indians have never been controlled, and that in every instance of difference between them and the Government they have invariably been found to be masters of the situation. The small force of United States troops at Fort Reno, Ind. T., know full well the folly of provoking these Indians, and for lack of numbers are compelled to sit quietly by and allow such a state of anarchy to exist.

One of our Cheyenne Indians (Roman Nose) says he has an enemy whom he wishes to kill, at Fort Reno, and this Cheyenne outlaw rides about the country watching for his man, and has, on at least one occasion, made a soldier hold up his hands when outside of the post, and has fired a round from his Winchester into the garrison. This man rides about the agency, and is considered by the Indians to be a medicine man; but it has not been thought prudent to have him arrested unless found within the post, as any other course would more than likely provoke a quarrel with his tribe, in which event the small force of United States troops at Fort Reno would be powerless to cope with the 1,200 to 1,300 well-armed and equipped Indians of this reservation; and it is not strange that prudent officers should guard so carefully the delicate and great responsibility intrusted to them of dealing with such people, and, cautiously weighing the facts, submitting to wrongs that they cannot right rather than rush carelessly into a difficulty which could only result in utter defeat, as did Major Randall's attempt a few years since to arrest Mad Wolf, who rallied his "dog soldiers" about him in such superior numbers that the troops were humiliated by being compelled to withdraw. I say it would not be prudent for the safety of the lives of the white people, or the property of the Government for either myself or the commanding officer at Fort Reno, to antagonize these Indians to any considerable extent, situated as we now are. It is my duty, and has always been a pleasure to inform you of the Indians and the general requirements of the service. I greatly deplore such a lawless state of affairs, but I am not responsible for it, and as it has been growing for years, I am powerless to correct the nearly daily abuses. These Indians have never been under thorough restraint, and cannot now be without the presence of a large military force. They daily boast that they could wipe us all out; but the presence of 3,000 soldiers would have the moral effect to cause them to respect the power of the Government, and I am sure would secure perfect order without the firing of a single gun, without which all the patience and kindness in the world will not Christianize them or civilize them. I am not able to state the causes which have led to this state of affairs. My opinion is that any community of igno-

rant, idle people, who are provided with food without cost and let to run wild, will develop the worst part of their natures, and the longer they are left without any restraint the worse they will become. That the condition of affairs at the Cheyenne and Arapaho Agency is outrageous will not be questioned by those who are at all familiar with the facts. The constant depredations on the herds of the Government and beef contractor, and on passing herds, the reckless burning of the range for purposes of plunder and intimidation, the daily threats of violence against those who manifest a disposition to labor for their own support—these and other causes have compelled me to state that the situation is such as calls for the strong arm of the Government to be exerted at once.

I am, your obedient servant,

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

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48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 17.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In answer to Senate resolution of December 3, 1884, *report relative to the leasing of Indian lands in the Indian Territory.*

JANUARY 6, 1885.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 3, 1885.

SIR: I have the honor to acknowledge the receipt of a resolution of the Senate on the 3d ultimo, of which the following is a copy:

Resolved, That the Committee on Indian Affairs be instructed to inquire what leases of lands in the Indian Territory or Indian reservations for grazing or other purposes have been made by the tribes therein, the number of acres embraced by each of said leases, the terms thereof, and the persons, corporations, or associations named therein as lessees. Also, that the committee inquire as to the circumstances under which said leases were made, and the means used for obtaining the same, and whether said leases are authorized by existing legislation, or are conducive to the welfare of the Indians in said Territory or Indian reservations.

That the committee have power to send for persons and papers and employ a stenographer, and report by bill or otherwise; and that the actual and necessary expenses of said investigation be paid, on the approval of the chairman of said committee, out of the contingent fund of the Senate.

This resolution does not call for any report from me, but as the chairman of the Committee on Indian Affairs has sent a copy to me and requested me to make suggestions, I transmit herewith copy of the report of the Commissioner of Indian Affairs of the 3d instant, inclosing copies of correspondence on the subject, and beg leave to submit the following:

For many years the people living in the vicinity of an Indian reservation have been accustomed to look upon the reservation as public property, and to pasture their cattle thereon, cut hay and timber therefrom, with little or no compensation to the Indians. This has been true of the Indian lands within the Indian Territory as well as the reservation outside of that Territory.

The Indian Territory produces valuable black-walnut and other timber. This timber has been cut off in large quantities and carried out of the Territory without payment to the Indians, who are the legitimate owners thereof. Thousands of cattle have been pastured on the Indian lands of that Territory by cattlemen who have paid in some few instances a small sum per head for the cattle so grazed, or more frequently nothing

at all. Even where the cattlemen have pretended to pay, they have rarely paid on the true number of cattle pastured, but on a small proportion, giving to some Indian chiefs a few dollars to keep them quiet. Just how the old system worked can be seen from the following extract from Agent Dyer's letter of March 16, 1883, concerning the Quapaw Agency. He says:

> In 1879 Maj. J. M. Haworth was sent here to take charge of this agency. He found large herds of Texas cattle on the range, and the stockmen dealing directly with the Indians. At that time the stockmen pretended to pay 10 cents per head per year, but as the Indians collected the tax themselves they were paid in beef cattle or a few groceries (hardly ever getting cost) at the stockman's own price; so they virtually did not get over 5 cents per head per year. After Major Haworth made report of the case your Department established a rate of 10 cents per head per month, which rate has been carefully collected from that time from all parties who have herded stock on any of the reserves of the agency, but large droves of cattle, sheep, horses, and hogs belonging to farmers or stock dealers who live on the Kansas and Missouri lines run in here, free from any tax; as they are not herded we cannot get at their owners, and I know of no law to compel a payment of the tax. This special matter was presented to you last season. Under the old system, where the Indians collected the tax, as a rule what little stuff they received the larger part went to the chiefs, who have in a manner been opposed to the Government collecting the tax, as I have stated to you in former letters on this subject.

The right to pasture cattle on the Indian lands with the consent of the Indians has never been doubted until very recently. It cannot be seriously contended by any one that section 2103 of the Revised Statutes is an interdiction to the granting of such grazing privileges. That provision of the statute has no relation to the use or occupation of the lands of the Indians, but refers to contracts made for services to be rendered to the Indians by whites. That the section refers to service, and service alone can be readily seen by an examination of section 2104, which must be taken in consideration with section 2103.

Section 2116 of the United States Revised Statutes reads as follows:

> No purchase, grant or lease, or other conveyance of lands, or of any title or claim thereto, from any Indian nation or tribe of Indians, shall be of any validity in law or equity, unless the same be made by treaty or convention entered into pursuant to the Constitution. * * *

This section applies to purchase, grant, lease, or other conveyance of *lands*, but it makes no reference to the products thereof. No prohibition is imposed upon the Indians as to the disposition of the products of the soil. They are not prohibited from disposing of the grass growing upon their lands any more than they are prohibited from disposing of the wheat, corn, or vegetables raised thereon as the fruits of their labor.

United States circuit court, Saint Louis, Boudinot *v.* Hunter, Evans, *et al.* Suit brought under section 2116, Revised Statutes. Judge Brewer held that section 2116 did not prohibit Indians from granting grazing privileges.

Section 2117 of the Revised Statutes provides as follows:

> Every person who drives or otherwise conveys any stock of horses, mules or cattle to range and feed on any land belonging to any Indian or any Indian tribe, *without the consent of such tribe*, is liable to a penalty of one dollar for each animal of such stock.

This section recognizes the rights of the Indians to dispose of the grass growing upon their lands; for if their consent be given to graze stock thereon, the statute is not violated, and the owner of the stock is not liable to the penalty imposed. If this conclusion be correct, by parity of reasoning it would seem that they would have the power to enter into agreement, fixing the price to be paid, and for the protection of their interests.

Now, if any doubt exists as to the right of the Indians generally to dispose of the grass growing on their lands for grazing or other purposes, I think the doubt will be removed by applying the principles enunciated by the Supreme Court in the case of the United States *v.* George Cook (19 Wall., 591).

In this case the Court held—

> The fee was in the United States subject only to the right of occupancy. This is the title by which other Indians hold their lands. * * * The right of use and occupancy by the Indians is unlimited. They may exercise it at their discretion. * * * These are familiar principles in this country, and well settled, as applicable to tenants for life and remainderman. But a tenant for life *has all the rights of occupancy in the lands of a remainderman.* The Indians have the same rights in the lands of their reservations. *What a tenant for life may do upon the lands of a remainderman, the Indians may do upon their reservations, but no more.*

It is a well settled principle of law that a tenant for life may rent or lease the freehold. There is no restriction as to his disposition of the products of the soil, except in certain cases denominated waste, such as the cutting of timber, &c., and he is not liable to the remainderman except for waste. If we are to be governed by the principles laid down by the Supreme Court, we must conclude that an Indian has the same rights; and it must be remembered, too, that this decision was rendered with the knowledge that the 9th section of the act of 1834 was upon the statute book. The 9th section of the act of 1834 is Section 2117 of the Revised Statutes. In this case the Government had not conveyed the land to the Indians. Right of occupancy alone was recognized, and while this applies to the most of the Indian tribes and properly described the tenure by which they hold, it does not apply to the tribes holding a patent from the Government. The privilege to graze cattle is but a license and not a lease. It conveys no interest in the lands occupied. It is true that the Indians did attempt to make leases with a fixed period during which the parties would, if the power existed, have all the rights of lessees, but doubting the power to make, as well as the policy of such leasing, I declined to approve the same as a lease, but did treat them as amounting to a license to be revoked by the Indians at will. All application to the Department to lease lands have been uniformly denied for want of authority in the Department, but such refusal did in no wise interfere with the rights of the Indians to make such use of the lands as was consistent with the character of their title. The permits now complained of as having been given by the Cherokees, were given without even notice to the Department, and neither the Cherokee Nation nor the parties holding such permits have ever asked the Department to approve the same. The Cherokees have a fee simple title to their lands and they do not recognize the right of the Department to interfere in the management of their affairs with reference thereto. Patent was issued to this nation of Indians, December 31, 1838, for their lands in the Indian Territory, under the provisions of articles 2 and 3 of the treaty of 1835 (7 Stat. 428), and in accordance with the terms of the act of May 28, 1830 (Id. 412).

The United States Supreme Court, December term, 1872, in the case of Holden *v.* Joy (17 Pet. 250), in referring to the clause in the patent issued to the Cherokees, which provides that the lands covered thereby, shall revert to the United States if the Indians become extinct, or abandon the same, said:

> Strong doubts are entertained whether that condition in the patent is valid, as it was not authorized by the treaty under which it was issued. By the treaty the United States covenanted and agreed to convey the lands in fee-simple title, and it may well be held that if that condition reduces the estate to less than a fee it is void.

In the case of the United States *v.* Ben Reese, at the May term, 1879, of the United States district court for the western district of Arkansas, after reviewing the various treaties and laws and decisions of the courts with reference to the Cherokee lands in the Indian Territory, the court held that there is no limitation on the title conveyed by the United States to the Cherokees by the treaty of 1833, and that if said treaty was inconsistent with the act of 1830, it repealed so much of it as was inconsistent; that the language of the second article of the treaty of 1835, was a recognition of the cession of these lands, and that if they had already been ceded to the Cherokees by the treaty of 1833, the agreement by the United States by the third article of the treaty of 1835, to give them a patent for these lands according to the provisions of the act of Congress of May 28, 1830, was a mere *nudum pactum*. It was an attempt to place a restriction upon the title which had already passed, and which, according to the first article of the treaty of 1833, was to be evidenced by a patent. The court after discussing the question upon the supposition that the condition in the patent is valid, says:

> This Indian title being a base, qualified, or determinable fee, with only the *possibility of reversion, and not the right of reversion in the United States, all the estate is in the Cherokee Nation of Indians.*

Attorney-General Devens, in his opinion of January 21, 1880, in the Kansas school land-grant indemnity case (16 Opinions, 430), speaking of the 800,000 acres purchased by the Cherokees under the last clause of the 2d article of the treaty of 1835, and which are included in the patent issued to the Cherokees as provided by article 3 of that treaty, says:

> The effect of the conveyance by the United States to the Cherokee Nation of this tract of land upon the purchase made by them under the treaty of 1835 was to vest in the tribe a fee-simple to said tract (Holden *v.* Joy, 17 Wall., 211). This tribe did not hold this tract of land by the ordinary Indian title, which is one of occupancy only, which may be continued indefinitely. In such case the fee-simple to the land is in the United States. The effect of this sale (to the Cherokees) was to separate distinctly the tract from the public lands of the United States and vest it in private ownership.

The 16th article of the treaty of 1866 (14 Stat., 804) provides that—

> The United States may settle friendly Indians in any part of the Cherokee country west of 96°, to be taken in a compact form, in quantity not exceeding one hundred and sixty acres for each member of said tribes thus to be selected, the boundaries of each of said districts to be distinctly marked, *and the land conveyed in fee-simple to each of said tribes*, to be held in common or by their members in severalty, as the United States may decide, * * * the Cherokee Nation to retain the right of possession and jurisdiction over all of said country west of 96° of longitude until thus sold and occupied, after which their jurisdiction and right of possession to terminate forever as to each of said districts thus sold and occupied.

The article does not change or modify the title of the Cherokees or vest any title in the United States to the lands west of 96°. It simply gives the United States the right, with certain conditions to follow, to settle friendly Indians in that country. This is the country which is supposed to have been leased. Judge Parker, of the United States district court for the western district of Arkansas, in a letter of July 17, 1883, in answer to one addressed to him by one C. W. Rogers, says that "if persons take cattle into their (the Indians') country to graze them, they (the Indians) have the right to collect a grazer's tax."

The Senate Committee on Indian Affairs, in a report made June 22, 1874, having had under consideration the petition of sundry citizens of Kansas remonstrating against the imposition by the Cherokee Nation of a tax upon cattle driven through their territory from Texas to north-

ern markets, say, after quoting the 9th section of the act of June 30, 1834, regulating trade and intercourse with the Indians, now section 2117 of the Revised Statutes:

> Now, this is conclusive in regard to that portion of the tax exacted for the privilege of grazing stock within the limits of the Cherokee reserve. The tax is within the amount of the penalty fixed by law for grazing stock without the consent of the nations, even though the stock should be kept upon their grazing land full three months. It only remains, then, to inquire into the legality of the tax imposed for the right of way through the country. * * * (Senate Ex. Doc. 74, Forty-fifth Congress, second session, p. 2.)

Under the decisions of the courts as to the title to which they hold their lands, and the guarantee pledged them by the United States in the 16th article of the treaty of 1866, can any one question or doubt their right to make such a disposition of the grass growing on their lands as they have made, whether it is called a lease, license, or permit? The land is theirs and they have an undoubted right to use it in any way that a white man would use it with the same character of title, and an attempt to deprive the nation of the right would be in direct conflict with the treaty as well as the plain words of the patent. They are quite capable of determining, without the aid of the Interior Department or Congress, what is to their advantage or disadvantage, and the Government cannot interfere with their rightful use and occupation of their lands, which are as rightfully theirs as the public domain is that of the United States, subject only to the provisions of article 16 of the treaty of 1866, which at most is only a contract to sell certain portions of the land; but until the Government settles friendly Indians thereon and pays for the land the right of possession and occupancy is especially reserved.

It has been said that the permits or leases from the Cherokee Indians were obtained by fraud and corruption. On this subject the Interior Department has no information not possessed by the public at large. The 5th article of the treaty of 1835 with the Cherokees provides as follows:

> The United States hereby covenant and agree that the lands ceded to the Cherokee Nation in the foregoing article shall in no future time, without their consent, be included within the territorial limits or jurisdiction of any State or Territory. But they shall secure to the Cherokee Nation the right by their national councils to make and carry into effect all such laws as they may deem necessary for the government and protection of the persons and property within their own country belonging to their people or such persons as have connected themselves with them: *Provided always*, That they shall not be inconsistent with the Constitution of the United States and such acts of Congress as have been or may be passed regulating trade and intercourse with the Indians; and also, that they shall not be considered as extending to such citizens and Army of the United States as may travel or reside in the Indian country by permission according to the laws and regulations established by the government of the same.

Under provisions of the treaty of 1835 the Cherokees adopted a constitution and organized a government, not on the plan of the former Indian government, but on a plan very nearly resembling that of the several State governments. This constitution provides for an elective chief and the election of members of the council and house of representatives. By the provisions of the treaty of 1846 the Cherokees were recognized as a nation, and the Government stipulated with them that—

> Laws shall be passed for equal protection, and for the security of life, liberty, and property; and full authority shall be given by law to all or any portion of the Cherokee people peaceably to assemble and petition their own government, or the Government of the United States, for the redress of grievances, and to discuss their

rights. All armed police, light horse, and other military organizations shall be abolished, and the laws enforced by the civil authority alone.

No one shall be punished for any crime or misdemeanor except on conviction by a jury of his country, and the sentence of a court duly authorized by law to take cognizance of the offense. And it is further agreed all fugitives from justice, except those included in the general amnesty herein stipulated seeking refuge in the territory of the United States, shall be delivered up by the authorities of the United States to the Cherokee Nation for trial and punishment.

This was in consequence of some disorders that had arisen among the different bands of this tribe. The right of the Cherokee Nation to control its property is especially guaranteed by the provisions of Article 5 of the treaty of 1835 and the subsequent treaties. This is especially the case in the treaty of 1866, as may be seen by reference to Article 16 of that treaty, wherein it is stipulated that the lands to be taken by the United States to settle friendly Indians on should be paid for at such price *as the Cherokees and such friendly Indians might agree on, subject to the approval of the President of the United States.* The rights reserved to the United States are clearly expressed in the several treaties, and the right of the United States to control the Cherokee property and prevent the nation from having the full and absolute control of the products of these lands is not even suggested. On the contrary, the Government guarantees, in Article 26, as follows:

The United States guarantee to the people of the Cherokee Nation the quiet and peaceable possession of their country and protection against domestic feuds and insurrections, and against hostilities of other tribes. They shall also be protected against interruptions or intrusion from *all unauthorized* citizens of the United States who may attempt to settle on their lands or reside in their territory. In case of hostilities among the Indian tribes, the United States agree that the party or parties commencing the same shall, so far as practicable, make reparation for the damages done.

The Department has not considered it the duty of the Commissioner of Indian Affairs or the Secretary of the Interior to interfere with the affairs of the Cherokee Nation, except in the case especially provided for by treaty with that nation.

It has been asserted that the military power of the Government has been used to keep the parties claiming leases in possession of the premises claimed by them, and to keep those not having such permits from the Indians from interfering with them. This is an error. The Department has not been called on to take any measures to protect the parties in possession, nor to keep off parties who are intruding on such possession, nor in any manner to interfere, except in one instance, when it was claimed that the Kiowas and Comanches had interfered with the stock on the Cheyenne and Arapahoe Reservation; but in that instance the Department did not consider it a matter for interference, and nothing was done. There has been no conflict, so far as I am aware, between the parties holding permits and those not holding permits, and the Indians have not asked to have removals made, either of parties holding permits or occupying the country with stock without such permits.

The title to the lands occupied by the Osages, Kaws, Pawnees, Poncas, Nez Perces, Otoes, and Missourias, in the Indian Territory, is held by the United States in trust for such Indians, by deed from the Cherokee Nation. The Government is the trustee without interest, and the Indians are the *cestuis que trust*, being the real owners of such land. But these Indians are not the tenants of the trustees and cannot be dispossessed, because their right of occupation and use of the lands was fixed in the statute creating the trust; the United States is the naked trustee and whatever the Indians might do with the fee in them

they may do with the fee in the United States in trust for them, except to sell the lands. Some of the Indians named have bought and paid for their lands, and are entitled under the treaty with the Cherokees to a fee-simple title in themselves. Their right to occupy and control the possession of such lands, and to receive the products thereof cannot be questioned; and Congress cannot interfere to prevent the *cestuis que trust* from having the usual and natural use of the lands so occupied by them. Any attempt to do so would be a confiscation of the lands. The laws excluding white men from Indian reservations were enacted for the benefit of the Indians. In all cases where the Department has felt that the presence of white men on the reservation was injurious to the Indians, they have been removed. In all cases where the Indians have asked their removal, the Department has acceded to the wishes of the Indians and caused their removal, without reference to the question whether their presence was injurious or not. On the other hand, if the Indians favored their remaining, they have rarely been disturbed, and never, unless as before stated, their presence was clearly injurious to the Indians. This applies to the uncivilized tribes. But it is manifestly unfair to the Indians to exclude white men from their midst whose presence they desire and declare to be beneficial to them, and it should not be done unless their presence is clearly injurious to the Indians. It cannot be demonstrated that the permission given by the Indians to the owner of cattle to graze them on the Indian lands is injurious to the Indians. Isolation of the Indian from the white man was once thought necessary to protect him from the vices of civilization, but such isolation, even if desirable, has now become impossible. But such isolation is not desirable, and the Indian will become civilized much more readily when he comes in daily contact with white men, and certainly so, if such contact is of his own choice and seeking. If the lands so occupied by cattlemen are not required for the grazing of the herds of the Indians or for agricultural purposes, the Indians are not only benefited by contact with the whites, but by the compensation received for such grazing privileges. Prior to 1883, the Indians received but a small amount for the privileges of grazing on the lands to what they have received during the years 1883 and 1884. I have no data by which I can arrive at the amount received by the Cherokees or other civilized tribes prior to 1884, but the Cheyennes and Arapahoes, Osages, Kiowas, Sac and Fox, Pottawatomies, Absentee Shawnees, and Quapaws, for the year 1881–1882, only received the sum of $1,922.38, while the whole number of persons who had cut grass and grazed cattle on said Indian reservation was one hundred and twenty individuals and firms. During the year 1881–1882 the Cheyennes and Arapahoes received nothing except a few dollars paid to their chiefs, notwithstanding a large number of cattle were grazed on the reservation during the greater part of both years. It is this class of persons who grazed the cattle on Indian lands without pay to the Indians who are now complaining of favoritism in allowing the Indians to exact a suitable compensation for the privileges granted, and notwithstanding the fact that the Indians are now receiving fifty dollars for every dollar received under the old system, they insist that there must be a return to the old system, because the statute is being violated. Free pasturage was not complained of. Lawless persons might, and did for years, invade the Indian lands, stealing their timber and feeding their cattle on the grass, without any warning cry being raised, but when the Indians are compensated partially at least for these privileges, the cry goes up from their former despoilers that the statute is being violated.

During the year 1884 there has been paid to the Cheyennes and Arapahoes, $77,351.60; to the Poncas, $1,700; to the Otoes, $2,100; Pawnees, $4,500; Sac and Fox, $4,000; Osages, $13,160; Quapaws, $3,000; Kiowas, $2,080; making a total of $107,891.60. In addition to this, the Cherokees have received $100,000 for grazing on the lands known as the Cherokee strip, or outlet.

It will be seen by the foregoing that the Interior Department has for years recognized the right of the Indians to receive compensation for the pasturage of stock on the reservation; that such right has been recognized by the courts and by a Senate committee. In my report of November 1, 1883, I called attention to these proposed leases. and recommended that Congress should legislate on the subject both in the interest of the Government and the Indians. Again, in my report of November 1, 1884, I called attention to this subject, and said:

> In my last report I called attention to the occupation of certain Indian reservations by stockmen with their herds, under an arrangement made with the Indians. I declined to treat these arrangements as leases made on the part of the Indians, but did treat them as licenses on the part of the Indians recognized by section 2117 of the Revised Statutes. I do not understand that the parties so occupying these lands with the consent of the Indians are there in violation of law, but their condition is not a satisfactory one either to themselves or the Department. The Department, in allowing them to remain, reserved the right to put them off of such reservation, notwithstanding such permit or license, if the Department considered it necessary to do so in the interest of the Indians. How far the Government may disregard the license so given by the Indians is a question that need not be discussed until it is presented, but should the Department attempt such exclusion against the wishes of the Indians, it would certainly lead to trouble. The amount paid for such privileges is understood to be about two cents per acre for the lands so occupied. This amount is not a fair compensation at this time for the use of such lands, or for at least a considerable portion thereof. Much of the land so occupied could be leased at from four to six cents per acre. The Cheyenne and Arapaho Indians attempted to lease 3,867,880 acres of their reservation, leaving unoccupied by stockmen about 430,000 acres. From the land so occupied by stockmen the Arapahoes and Cheyennes received last year two cents per acre, amounting to $77,357.60, or an average of $12.33 per capita. As it is believed that this reservation might be leased at from four to six cents per acre, the amount may be increased to $24.66, or $36.99 per capita. It is believed that the cattlemen will very readily consent to double or treble the price now paid if they can have some assurance that they will not be disturbed at the whim or caprice of the Indians. The amount now received, $12.33 per capita, is a sum quite sufficient, if the Department could control its payment to the Indians, to aid very materially in their support and civilization. A family of five persons would receive $61.65 per annum at 2 cents per acre. At 6 cents per acre the amount realized would go far toward their support without further aid from the Government. Other tribes also have good grazing lands that might be leased at profitable rates, leaving the Indians a sufficient quantity of land for their own use, either for agriculture or grazing. Some legislation should be had on the subject to enable the Government to demand and receive for the Indians the full value for the occupation of their lands, and to prevent conflicts between rival claimants holding such licenses or privileges. Such occupants are not on the reservation in violation of law if they have the consent of the Indians; yet, should their conduct be such as to convince the Department that their presence is injurious to the Indians, it is quite difficult to say what would be the result of an attempt on the part of the Department to remove them if the Indians continue to consent to their remaining. While there can be no objection to allowing the Indians of the Indian Territory to lease their lands for grazing purposes, there is a serious objection to allowing the Indians on reservations outside of the Indian Territory to lease lands valuable for agricultural purposes for the purpose of grazing only. If the reservation is larger than is required for the use of the Indians occupying it, there should be a reduction thereof, and all that is not needed for the use of the Indians should be opened to settlement. The time has passed when large and valuable tracts of land fit for agriculture can be held by Indians for either hunting or grazing lands to the exclusion of actual settlers.

I desire to emphasize what I then said about allowing Indians to control large and valuable tracts suitable for agricultural purposes, of which they make but little or no use, and thus prevent the settlement

and development of the country. I do not propose that the Government shall confiscate these lands, or open them to settlement without proper compensation to the Indians, and while the title is held either by the Indians, or the Government for them, they should be prohibited from intrusion by unauthorized persons, and allowed to receive all the advantages that can be had from the ownership or occupation of such lands. But the interest of the Indians and people of the United States demands that they should not be allowed to own large and valuable tracts to the exclusion of the settlers, when such lands are not needed by the Indians. It is a misfortune to any country to have its lands held in large tracts by few owners, and it is the more so if held by owners who neither make use of it themselves nor allow others to do so.

Very respectfully,

H. M. TELLER,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
January 3, 1885.

SIR: I have the honor to acknowledge the receipt by Department reference, for report and copies of such papers in relation to the subject as may be on file in this office, of a copy of a resolution of the Senate adopted December 3, 1884:

> That the Committee on Indian Affairs be instructed to inquire what leases of lands in the Indian Territory or Indian reservations for grazing or other purposes have been made by the tribes of Indians therein, the number of acres embraced by each of said leases, the terms thereof, and the persons, corporations, or associations named therein as lessees; also, that the committee inquire as to the circumstances under which said leases were made, and the means used for obtaining the same, and whether said leases are authorized by existing legislation, or are conducive to the welfare of the Indians in said Territory or Indian reservations. * * *

In reply thereto, and in accordance with the form suggested by the chairman of the committee in his letter to this office dated the 9th ultimo, I have the honor to transmit herewith—

A tabulated statement or schedule, marked Exhibit A, of all leases of lands in the Indian Territory or Indian reservations for grazing or other purposes, which have been made by Indian tribes, so far as the same have come to the official knowledge of this office, showing the date, names of parties, description and quantity of lands, terms, and rental, embraced in such leases, respectively, with references to the sources from which such information is derived.

A copy, marked Exhibit B, of a certified copy of a lease dated July 5, 1883, made between Dennis W. Bushyhead, principal chief of the Cherokee Nation, on behalf of said nation, and E. M. Hewins *et al.*, directors in trust for the Cherokee Strip Live Stock Association, a corporation of Kansas, of 6,000,000 acres of unoccupied lands of the Cherokee Nation, west of the ninety-sixth meridian, and west of Arkansas River, Indian Territory.

A copy, marked Exhibit C, of a certain paper writing purporting to be a copy of a lease dated January 8, 1883, made between the chiefs and headmen of the Cheyenne and Arapaho tribes of Indians, and Albert G. Evans, of Saint Louis, Mo., of 456,960 acres of land of the Cheyenne and Arapaho Reservation, Indian Territory.

A copy, marked Exhibit D, of a certain paper writing purporting to be a copy of a lease dated January 8, 1883, made between the chiefs and head men of the Cheyenne and Arapaho tribes of Indians and Robert D. Hunter, of Saint Louis, Mo., of 500,000 acres of land of the Cheyenne and Arapaho Reservation, Indian Territory.

A copy, marked Exhibit E, of a certain paper writing purporting to be a copy of a lease dated March 19, 1884, made between Charles Quapaw and the Quapaw tribe of Indians and H. B. Crowell, of Kansas, of a part (quantity unknown) of the Quapaw Reservation, Indian Territory.

A copy, marked Exhibit F, of a certain paper writing purporting to be a copy of a lease dated April 25, 1884, made between the Prairie band of Pottawatomie Indians living on the Diminished Pottawatomie Reservation, in Jackson County, Kansas, and T. J. Anderson & Co., of Topeka, Kans., of about 20,000 acres of land of said Diminished Reserve.

Copies, marked Exhibit G, of extracts from official reports of United States Indian inspectors and Indian agents for 1883 and 1884, relating to leases made by Indian tribes; also copies of sundry documents and correspondence on file and of record in this office and the Indian Division of the Department, touching the subject-matter of the resolution, classified as follows, viz:

No. 1. Copies of miscellaneous documents and correspondence (supplemental to that hitherto furnished by this office January 11, 1884, in reply to Senate resolution of December 4, 1883, as printed in Senate Ex. Doc. No. 54, Forty eighth Congress, 1st session, pp. 2–53) relating to leases of lands made by various Indian tribes in the Indian Territory, and embracing the following-named Indian lands or reservations, viz: Osage, Otoe, Ottawa, Pawnee, Peoria and Miami, Citizen Pottawatomies, Quapaw, Sac and Fox, and unoccupied lands in the Indian Territory.

No. 2. Copies of documents and correspondence (supplemental to that hitherto furnished by this office January 11, 1884, in reply to Senate resolution of December 4, 1883, as printed in Senate Ex. Doc. No. 54, Forty-eighth Congress, 1st session, pp. 53–126) relating to leases of land in the Indian Territory made by the Cheyenne and Arapho Indians; the action of the Kiowa, Comanche, and Apache Indians on the same general subject; also of correspondence relating to the boundary lines between the respective reservations of said tribes.

No. 3. Copies of documents and correspondence (supplemental to that hitherto furnished by this office January 11, 1884, in reply to Senate resolution of December 4, 1883, as printed in S. Ex. Doc., No. 54, 48th Congress, first session, pp. 126–160), relating to a lease made by the Cherokee Nation of lands west of 96th meridian, Indian Territory, for grazing purposes; also of correspondence showing the action taken by the Department in opening cattle trails through the leased lands.

No. 4. Copies of miscellaneous documents and correspondence in reference to leases and applications for leases of Indian lands or reservations, other than those in the Indian Territory, and embracing the following reservations, viz:

Diminished Pottawatomie Reserve, Kansas; Siletz Reserve, Oregon; Sioux Reserve, Dakota; Uintah Reserve, Utah; Southern Ute Reserve, Colorado; Lumni Reserve, Washington Territory; Old Winnebago Reserve, Dakota; Jicarilla Apache Reserve, New Mexico; Wind River Reserve, Wyoming; San Carlos Reserve, Arizona; Omaha Reserve, Nebraska; Klamath Reserve, Oregon; Quinaielt Reserve, Washington Territory.

Copies of all papers and correspondence in relation to leases on the

Crow Reserve, Montana, supplemental to those hitherto furnished and appearing in S. Ex. Doc. No. 139, 48th Congress, first session, were transmitted by this office to the Department on the 29th ultimo, in answer to a resolution of the Senate calling for such information adopted on the 17th ultimo.

I also transmit herewith a map of the Indian Territory, with explanatory references, for use of the committee, in connection with the Schedule A. In some respects the map is necessarily imperfect, but it is the best that can be compiled from the data in possession of this office.

It will be observed that the papers herewith transmitted relate almost exclusively to leases and attempted leases of Indian lands, or parts of Indian reservations in the Indian Territory and elsewhere. There are numerous instances of record in this office where temporary grazing privileges on Indian reservations have been granted with the consent of the Indians upon payment of a stipulated tax of so much per head for the grazing season, but as such privileges have never approached or assumed the form of a lease they are not deemed as coming within the scope of the resolution, and hence the correspondence relating thereto, which is also voluminous, is omitted. It can, however, be supplied if required by the committee.

I will add that the action of this office in connection with the general subject of leasing has been governed by the views of the Department as expressed in Department letter to E. Fenlon of April 25, 1883 (S. Ex. Doc. No. 54, 48th Congress, first session, p. 99).

The copy of the Senate resolution is herewith returned.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

EXHIBIT A.

Schedule of leases purported to have been made by various Indian tribes of lands in the Indian Territory and Indian reservations for cattle-grazing and other purposes, to accompany Report of Commissioner of Indian Affairs, January 3, 1885, *in answer to Senate resolution of inquiry December* 3, 1884 (*Forty-eighth Congress, first session*).

No.	Date.	By what tribe made.	To whom made.	Description and location of lands.	Acres.	Term.	Annual rental or price per acre.	Remarks.
		INDIAN TERRITORY.						
1	July 5, 1883	Dennis W. Bushyhead, principal chief, on behalf of the Cherokee Nation.	E. M. Hewins, *et al.*, directors, in trust for the Cherokee Strip Live Stock Association, a corporation of Kansas.	All the unoccupied lands of the Cherokee Nation west of 96th meridian and west of Arkansas River, not including any portion occupied, sold, and conveyed to the Pawnees, Poncas, Nez Perces, Otoes and Missourias, Osages, and Kansas Indians, or the salines set apart to be leased separately under act of Congress approved August 19, 1882.	6, 000, 000	5 years from October 1 1883.	$100,000 per annum, payable semi-annually in advance.	Leased for grazing purposes (see S. Ex. Doc. No. 54, 48th Cong., 1st sess., pp. 126-160). Certified copy of lease filed by Cherokee delegation in Interior Department June 24, 1884; referred to the Office of Indian Affairs same date. For copy thereof, see Exhibit B, herewith; see, also, copies supplemental correspondence, &c., relating to leases of Cherokee lands west of 96°, I. T., No. 3, also furnished herewith.
1	Jan. 8, 1883	Cheyenne and Arapaho.	E. Fenlon, Leavenworth, Kans.	Part of Cheyenne and Arapaho Reserve established by Executive order of August 10, 1869.	564, 480	10 years....	2 cents per acre.	Leased for grazing purposes. Neither the originals nor copies of these leases on file in the Indian Office. This data is compiled from Agent Miles' official letters dated February 2, 1883, and April 2, 1883, and map as printed on pp. 88, 90, 93 of S. Ex. Doc. No. 54, 48th Congress, 1st session. Also from official reports of United States Indian Inspector Gardner, dated November 24, 1883, and September 23, 1884, extracts furnished herewith. Exhibit G, pp. 1, 2. See, also, copies supplemental correspondence, &c., relating to Cheyenne and Arapaho Reserve No. 2.
2	Jan. 8, 1883	.....do.....	Wm. E. Mallaley, Caldwell, Kans.	.....do.....	564, 480	....do.....	....do.....	
3	Jan. 8, 1883	.....do.....	Hampton B. Denman, Washington, D. C.	.....do.....	575, 000	....do.....	....do.....	
4	Jan. 8, 1883	.....do.....	Jesse S. Morrison, Darlington, Ind. T.	.....do.....	138, 240	....do.....	....do.....	
5	Jan. 8, 1883	.....do.....	Lewis M. Briggs, Muscotah, Kans.	.....do.....	318, 720	....do.....	....do.....	

6	Jan. 8, 1883	Chiefs and headmen of the Cheyenne and Arapaho tribes of Indians.	Albert G. Evans, Saint Louis, Mo.	.....do	456, 960	....do	....do	Leased for grazing purposes. See S. Ex. Doc. No. 54, 48th Congress, 1st session, pp. 92, 93, and map. Copies of these two leases filed in Interior Department by H. M. Pollard June 30, 1883, and referred to office of Indian Affairs December 10, 1884. For copies thereof see Exhibits C and D. See, also, copies supplemental correspondence, &c., relating to Cheyenne and Arapaho Reserve, &c. (No. 21), furnished herewith. Also official reports of Inspector Gardner above referred to. Exhibit G, pp. 1, 2.
7	Jan. 8, 1883	.....do	Robert D. Hunter, Saint Louis, Mo.	.....do	500, 000	....do 3, 117, 880	....do	
8	Oct. 15, 1883	Cheyenne and Arapaho Indians.	Unknown.....	.....do	714, 000	Unknown... 3, 831, 880	....do	Taken from official reports of Inspector Gardner November 24, 1883, and September 23, 1884. Exhibit G, pp. 1, 2. No copy of lease on file in Indian Office.
1	Sept. 29, 1883	Osage	Florer & Pollock	Osage lands.....	75, 000	Unknown...	3 cents.....	Leased for grazing purposes. See official reports of Agent L. J. Miles, December 4, 1883, and Inspector Gardner, January 1, 1884. S. Ex. Doc. No. 54, 48th Cong., 1st sess., pp. 49, 52, and 53, and map. Also extract from Inspector Gardner's official report November 11, 1884. Exhibit G, pp. 3, 4. There are no copies of these leases on file in the Indian Office.
2	Nov. 7, 1883	.....do	E. M. Hewins	.....do	80, 000	....do	3½ cents.....	
3	Nov. 8, 1883	.....do	Leahy & Carpenter ...	.....do	50, 000	....do	3 cents.....	
4	Nov. 8, 1883	.....do	Waite & King	.....do	45, 000	....do	3 cents.....	
5	Nov. 8, 1883	.....do	John Sodestran	.....do	50, 000	....do	3 cents.....	
6	Nov. 8, 1883	.....do	Crane & Lorimer	.....do	80, 000	....do	3 cents.....	
					380, 000			
1	Oct. 1, 1883	Kansas or Kaw	T. J. Gilbert	Kansas or Kaw lands .	52, 000	....do	4 cents.....	Leased for grazing purposes. See official reports of Agent L. J. Miles, September 12, 1883, and Inspector Gardner, January 1, 1884. S. Ex. Doc. No. 54, 48th Cong., 1st sess., pp. 45, 46, 53. Also extract from Inspector Gardner's official report November 11, 1884. Ex-G, pp. 3, 4. No copy of this lease on file in the Indian Office.
2	Unknown ...	.....do	W. J. Pollock	.....do	300	....do	50 cents	Under cultivation. See extract from Inspector Gardner's official report November 11, 1884. Exhibit G, p. 4. No copy of this lease on file in the Indian Office.

Schedule of leases purported to have been made by various Indian tribes of lands in the Indian Territory and Indian reservations, &c.—Continued.

No.	Date.	By what tribe made.	To whom made.	Description and location of lands.	Acres.	Term.	Annual rental or price per acre.	Remarks.
		INDIAN TERRITORY—Continued.						
1	Mar. 19, 1884	Charles Quapaw and the Quapaw tribe of Indians.	H. R. Crowell, Kans ..	Part of Quapaw Reserve.	Unknown...	2 years from date, with privilege of renewal.	$3,000 per annum	Leased for grazing purposes. For copy thereof see Exhibit E; see also report of Special Agent Robb, May 3, 1884, copied in supplemental miscellaneous correspondence, &c., relating to reservations in Indian Territory, No. 1.
1	Unknown ...	Ottawa	.....do	Part of Ottawa Reserve	5,000	Unknown ...	12½ cts. per acre .	See S. Ex. Doc., No. 54, Forty-eighth Congress, first session, pp. 30–36; also report of Agent Dyer, January 14, 1884, copied in supplemental miscellaneous correspondence relating to reservations in Indian Territory, No. 1. No copy of lease on file in Indian Office.
1	....do	Miami	J. W. Preston.....	Part of Miami Reserve	8,640	....do	10 cents per acre.	See report of Agent Dyer January 14, 1884, copied in supplemental miscellaneous correspondence relating to reservations in Indian Territory, No. 1. No copy of lease on file in Indian Office.
1	....do	Nez Percé	Unknown.....	One-half of the Nez Percé Reserve.	*45,000	5 years	$2,000 per annum	Presumably for grazing purposes. See extract from Inspector Gardner's official report, October 17, 1884, Exhibit G, p. 3. No copy of the lease on file in Indian Office.
1	....do	Ponca	.....do	One-half of the Ponca Reserve.	*50,000	....do	$1,700 per annum	Presumably for grazing purposes. See extract from Inspector Gardner's official report, October 17, 1884, Exhibit G, p. 3. No copy of this lease on file in Indian Office.
1	June 1, 1884	Pawnee.....	.....do	Part of Pawnee Reserve.	150,000	5 years	3 cents per acre.	For grazing purposes. See extract from Inspector Gardner's official report, October 17, 1884, Exhibit G, p. 3. No copy of this lease on file in Indian Office.
1	....do	Otoe and Missouria...	.....do	One-half of Otoe and Missouria Reserve.	65,000	....do	$2,100 per annum	Presumably for grazing purposes. See extract from Inspector Gardner's official report, October 17, 1884, Exhibit G, p. 3. No copy of this lease on file in the Indian Office.

1	Oct. 10, 1884	Sac and Fox	Warren, Lambert and Moore, Kansas.	Part of Sac and Fox Reserve.	200,000	10 years.....	$4,000 per annum	Leased for grazing purposes. See extract from official report of Inspector Gardner, October 28, 1884, Exhibit G, p. 3; also copy letter from Agent Taylor, November 10, 1884. Supplemental miscellaneous correspondence, &c. (No. 3). No copy of this lease on file in the Indian Office.
1	Unknown ...	Iowa.....	C. C. Pickett and E. B. Townsend.	Part of Iowa Reserve, Ind. Ter.	Unknown...	Unknown...	Unknown.....	For grazing purposes. See extract from official report of Agent Taylor, August 11, 1884, Exhibit G, p. 12. No copy of this lease on file in the Indian Office.
		KANSAS.						
1	Apr. 25, 1884	Prairie Band of Pottawatomie Indians living on the Diminished Pottawatomie Reservation in Jackson County, Kansas.	T. J. Anderson & Co., Topeka, Kans.	Part of the Diminished Pottawatomie Reservation in Jackson County Kansas.	*20,000	10 years from January 1, 1884.	$3,000 per annum, payable semi-annually.	Leased for grazing and stock-raising purposes. For copy of a copy of lease see Exhibit F; see also copies of miscellaneous documents, &c., relating to leases of lands on Indian reservations other than those in Indian Territory, No. 4.

*Estimated.

EXHIBIT B.

EXECUTIVE DEPARTMENT, CHEROKEE NATION,
Tahlequah, June 19, 1884.

I, John L. Adair, assistant executive secretary, hereby certify that the transcripts hereunto attached are correct copies of the original papers now on file in this department, the lease of the Cherokee lands west of the Arkansas River, various powers of attorney, authorizing the signing of certain names thereto, and a resolution of the Cherokee Strip Live Stock Association confirming the action of attorneys.

Witness my hand and seal of the Cherokee Nation, this the day and year first-above written.

[SEAL.]

JOHN L. ADAIR,
Assistant Executive Secretary.

This indenture, made the fifth day of July, in the year of our Lord one thousand eight hundred and eighty-three, by and between Dennis W. Bushyhead, principal chief of the Cherokee Nation, for and on behalf of said Cherokee Nation, party of the first part, and E. M. Hewins, J. M. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drumm, E. W. Payne, and Charles H. Eldred, directors in trust for and on behalf of the Cherokee Strip Live Stock Association, a corporation organized and existing under and by virtue of the laws of the State of Kansas, for themselves, as directors in trust and assigns, parties of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved, and contained on the part and on behalf of the party of the second part, and their successors in trust and assigns, to be well and faithfully kept and performed, doth, by authority of law in him vested as principal chief, by and through an act of the national council, which said is entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96th meridian," approved in special session May 19th, A. D. 1883, which said act is especially referred to and made part of these presents, does by these presents lease for grazing purposes only unto the aforesaid E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drumm, E. W. Payne, and Charles H. Eldred, directors in trust as aforesaid, their successors and assigns, parties of the second part, all and singular, the unoccupied lands of and belonging to the Cherokee Nation, being and lying west of the 96th "meridian" and west of the Arkansas River, not including any portion occupied, sold, and conveyed to the Pawnees, Poncas, Nez Percés, Otoes, Missourias, Osages, and Kansas Indians, or the Salines, set apart to be leased separately under act of Congress approved August 7th, A. D. 1882, as hereinafter set forth; the said portion herein leased for grazing purposes containing six million (6,000,000) of acres, more or less, and lying east of the one hundredth meridian, and the said hereinbefore named parties of the second part, their successors and assigns, shall, for the purpose herein set forth, have and hold the above mentioned and described premises from and after the first day of October, one thousand eight hundred and eighty-three (1883), for and during the term and period of five years thence next ensuing from said date, subject to the qualifications hereinafter provided for, and upon yielding and paying for the same the amounts of money as hereinafter provided for; and the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drumm, E. W. Payne, and Chas. H. Eldred, directors in trust as aforesaid, hereby covenant and agree, on behalf of themselves, as such directors in trust for said Cherokee Strip Live Stock Association, their successors in trust and assigns, and not otherwise, in consideration hereof, and of the leasing aforesaid, to pay, on the order of the principal chief aforesaid, into the treasury of the Cherokee Nation at Tahlequah, Indian Territory, yearly, and for each and every one of said five years, the annual sum of one hundred thousand dollars ($100,000.00) lawful money of the United States, the same to be paid in two equal semi-annual payments, to be made and so paid in advance, to wit: On the first day of October and the first day of April in each and every year during the said term. Provided always, and it is further covenanted and agreed between the said parties hereto that if the said semi-annual payment in advance, or any part thereof, shall remain unpaid after the expiration of thirty days after the date the same becomes due as herein agreed to be paid; or if default shall be made in any of the covenants hereinbefore or hereinafter set forth, or as contained and required by the act of the national council approved May 19th, A. D. 1883, as aforesaid, on the part and in behalf of the said parties of the second part, then and from thenceforth, it may be lawful, and is agreed that said principal chief, or his successors in office, may declare the lease to be forfeit, and annulled, and the said party of the first part may enter into and resume possession of the premises herein leased. And it is further agreed, in accordance with the act of said national council, that

in case the lands hereinbefore described, or any part of them included in the terms of this lease, shall be disposed of under present existing laws, or laws hereinafter to be passed by the Congress of the United States, by the said Cherokee Nation, that on the party of the first part giving six months' notice thereof to the party of the second part, that then, and in that event, the terms and conditions of this lease and the lease thereof shall terminate on the expiration of the said six months from the date of said notice, to all or any portion of said tract of unoccupied Cherokee land thus sold or disposed of, and the parties to whom said lands or any portion of them should then be disposed of or sold to may enter into and take possession of the same; but then, and in that event, the said party of the second part, their successors and assigns, shall not be chargeable with rent on the lands so sold, but shall be allowed a rebate on all subsequent payments made on account of this lease at the rate of one and two-thirds ($1\frac{2}{3}$c.) cents per acre per annum on the lands so sold or disposed of.

Further, it shall be the privilege of said party of the second part, their successors or assigns, to erect on said lands such fences, corals, and other improvements as may be necessary and proper and convenient for the carrying on of their business and for utilizing said lands for the purposes for which they are leased. And in case this lease shall be terminated as to all or any part of said lands by the disposal of the same as heretofore provided and set out, the said party of the second part shall have the right to remove all of said improvements, fences, and corals, except such portions thereof as may be made from the timber or other property of the Cherokee Nation, or timber for which has been obtained from the aforesaid tract. It shall further be the privilege of said party of the second part, their successors and assigns, to cut from the territory herein leased such timber as may be necessary for the purpose of building the fences, corals, and improvements here before authorized to be erected on said leased premises, and to cut from said lands such timber as may be necessary for firewood and fuel, but not otherwise, and to commit no waste thereon.

And the said party of the second part doth further covenant and agree with the said Dennis W. Bushyhead as aforesaid, and as parts and conditions of this lease or contract, well and truly and without deduction or delay, to make all payments as required in the foregoing, in the manner limited and prescribed; and in case of any failure as aforesaid, the said party of the second part agree that they will peaceably surrender the premises herein leased, and all improvements or erections thereon; and the said party of the second part, their successors and assigns, further agree and obligate themselves, and this is one of the conditions of this lease, to make no permanent improvements (the improvement, the right to make which is hereinbefore granted, being considered temporary improvements) on the aforesaid premises or leased tract, and only such temporary improvements as are authorized by the act of the national council approved May 19th, 1883, hereinbefore referred to; and on the expiration of the lease or its being declared forfeited by default in the payments, as hereinbefore provided, then, and in either event, all improvements, structures, or erections thereon shall be and become the property of the Cherokee Nation; and said nation shall have possession of the same, and all and singular of such erections and improvements shall absolutely revert to and become the property of the Cherokee Nation, party of the first part.

And the *second* party of the second part further covenants and agrees with the said party of the first part, as one of the conditions of this lease, that they will cut no timber for removal from said lands, or take or remove any material or property being part of the premises so leased; or remove or ship material therefrom; and that they will use all due diligence to prevent the cutting or removing of any timber or other material therefrom; and that they will faithfully observe the intercourse laws of the United States; that they will obstruct no mail or stage line, and that they will not interefere with the salines, located or to be located, under the provisions of the act of Congress, before mentioned, approved August 7th, 1882. And it is further agreed between the parties of the first part and the second part, that the grounds excepted and reserved from, and not included in, the terms of this lease, necessary for the manufacture of salt at the said salines, may and shall not exceed in the aggregate for said salines, and all of them, one hundred thousand acres, with a right of way to and from said salines, such as may be required properly to work them; and the said party of the second part do hereby obligate themselves, for themselves as directors in trust aforesaid, their successors and assigns, *will* and truly to observe and faithfully execute all and singular of the foregoing agreements and covenants, which are declared to be part of the agreement, in consideration of which this lease is granted. And the said party of the first part, principal chief of the Cherokee Nation, in accordance with the act of the national council, as aforesaid, and on condition of the faithful payment of the sum of money as hereinbefore stipulated, in the manner and with the conditions hereinbefore prescribed, and as the further condition that the said party of the second part will well and truly fulfill all of the conditions, covenants, and agreements herein set forth, doth hereby covenant and agree by these presents that the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S.

Miller, A. Drumm, E. W. Payne, and Chas. H. Eldred, directors in trust for the Cherokee Strip Live Stock Association, their successors in trust, and assigns, shall and may at all times during the said term, subject to the conditions as aforesaid, peaceably hold and enjoy all the privileges of lease on the said premises, free, clear, and harmless from any let or hindrance whatsoever, together with all the privileges and rights of said party of the first part, in reference to the same, according to law and treaty stipulation.

In testimony whereof the said party of the first part, the said D. W. Bushyhead principal chief, has signed his name as such principal chief and caused the seal of the Cherokee Nation to be affixed to these presents, and the said parties of the second part, the said E. N. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drumm, and E. W. Payne, directors in trust, have caused these presents to be signed on their behalf by Chas. H. Eldred, their true and lawful attorney in fact, evidence of his authority being attached to the lease retained by the party of the first part, and the said Chas. H. Eldred, director in trust, signing his himself.

Done in duplicate, at Muscogee, Indian Territory, this the seventh day of July, in the year of our Lord one thousand eight hundred and eighty-three.

D. W. BUSHYHEAD, [SEAL.]
Principal Chief.

E. M. HEWENS, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

Signed and sealed in the presence of—
J. G. VOSE.
EDWIN E. WILSON.
JNO. F. LYONS.

J. W. HAMILTON, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

A. J. DAY, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

S. TUTTLE, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

M. H. BENNETT, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

BEN. S. MILERL, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

A. DRUMM, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

E. W. PAYNE, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

CHAS. H. ELDRED. [SEAL.]-

Resolved, That the action of Charles H. Eldred, acting under separate and individual power of attorney from the member of this board, in signing and executing on behalf of the board of directors and the association, the lease of the Cherokee strip made between the principal chief of the Cherokee Nation and the board of directors be, and the same is hereby, confirmed, fully ratified, and adopted as the act and deed of the board of directors, acting for and on behalf of the Cherokee Strip Live Stock Association, and the secretary is directed to forward a copy of this resolution, duly certified and sealed, to Chief Bushyhead, to be by him attached to the original lease in his possession.

Attest,
[SEAL.] JOHN A. BLAIR,
Sec'y C. S. L. S. Asso.

CALDWELL, KANS., *July* 10, 1883.

Power of attorney.

Know all men by these presents that I, J. W. Hamilton, of Summer County, in the State of Kansas, have made, constituted, and appointed, and by these premises do make, constitute, and appoint, Chas. H. Eldred and Andrew Drumm, or either of them, of

Barber County, in the State of Kansas, my true and lawful attorney in fact, for me and in my name, place, and stead, and to my use, to sign my name as director to any papers relating to the leasing of grounds known as the Cherokee lands west of 96 by or for the "Cherokee Strip Live Stock Association."

Giving unto the said attorneys, or either of them, full power to do everything whatsoever requisite and necessary to be done in the premises as fully as I could if personally present. With full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

In testimony whereof I have hereunto set my hand this 25th day of June. 1883.

J. W. HAMILTON.

Executed in presence of—

HENRY S. CARTER.

STATE OF KANSAS,
Summer County, ss:

Be it remembered that on this 25th day of June, 1883, before me, the undersigned, a notary public in and for the county and State aforesaid, came J. W. Hamilton, who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year last above written.

HENRY S. CARTER,
Notary Public.

Com. expires 19 January, 1884.

Power of attorney.

Know all men by these presents that E. W. Payne, of Barber County, in the State of Kansas, have made, constituted, and appointed, and by these presents does make, constitute, and appoint Chas. H. Eldred, A. Drumm, Ben. S. Miller, or either of them, of Summer County, in the State of Kansas, his true and lawful attorney in and for him and in his name, place, and stead, and to his use to sign his name as director of the Cherokee Strip Live Stock Association, to a lease of the Cherokee lands, west of the 96 meridian on the east to the 100 meridian west, as provided for in a bill passed by the Cherokee council, entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96 meridian."

Giving unto the said attorney full power to do everything whatsover requisite and necessary to be done in the premises as fully as I could if personally present.

With full power of substitution and revocation, hereby ratifying and confirming all that * * * said attorney shall lawfully do, or cause to be done, by virtue hereof.

In witness whereof I have hereunto set my hand the 20th day of June, 1883.

E. W. PAYNE.

Executed in the presence of—

F. B. CHAPIN.

STATE OF KANSAS,
Barber County, ss:

Be it remembered, that on this 20th day of June, A. D. 1883, before the undersigned notary public, in and for the county and State aforesaid, came E. W. Payne, who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year last-above written.

GEO. GEPPAL,
Notary Public.

Power of attorney.

Know all men by these presents that we, E. M. Hewins, S. Tuttle, A. J. Day, M. H. Bennett, and Ben. S. Miller, of the county of Summer, and State of Kansas, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Chas. H. Eldred, of [or?] Andrew Drumm, or either of them, true and lawful attorneys for us, and in our names, places, and stead, and to my use, to sign our

names as directors to any papers relating to the leasing of ground known as the Cherokee lands west of 96, by or for the Cherokee Strip Live Stock Association.

Giving and granting unto our said attorneys, or either of them, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our attorneys, or either of them, shall lawfully do or cause to be done by virtue thereof.

In witness whereof we hereunto set our hands and seals this —— day of ——, A. D. 1883.

M. H. BENNETT. [SEAL.]
E. M. HEWINS. [SEAL.]
BEN. S. MILLER. [SEAL.]
S. TUTTLE. [SEAL.]
A J. DAY. [SEAL.]

STATE OF KANSAS,
County of Summer, ss:

On this —— day of June, A. D. 1883, before me, a —— in and for said county, came E. M. Hewins, S. Tuttle, A. J. Day, M. H. Bennett, and Ben. S. Miller, to me personally known to be the identical persons described in, and whose names are affixed to, the above power of attorney, and duly acknowledged the execution of the same to be our own voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof I have hereunto subscribed my name and affixed my seal of office on the day and year last above written.

—— ——.

Power of attorney.

Know all men by these presents that I, A. Drumm, a director of the Cherokee Strip Live Stock Association, of Caldwell, in the State of Kansas, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Charles H. Eldred my true and lawful attorney, irrevocable for me and in my name, place, and stead, to sign my name as director to a certain lease to be entered into between said association and the Cherokee Nation, giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present at the doing thereof, hereby ratifying and confirming all that my said attorney may or shall lawfully do or cause to be done by virtue hereof.

In witness whereof I hereunto set my hand and seal this 3d day of July, 1883.

A. DRUMM.

CHEROKEE NATION,
Illinois District:

Be it known that on this third day of July, in the year eighteen hundred and eighty-three, before me, the undersigned, deputy clerk in and for the district of Illinois, Cherokee Nation, personally appeared A. Drumm, the indentical person who executed the foregoing letter of attorney, and the same having been read over to him, acknowledged the same to be his act and deed.

In witness whereof I have hereunto set my hand and affixed my seal of office the day and year last above written.

Sworn to and subscribed to before me on this the third day of July, 1883.

T. J. THORNTON,
Ass't Cl'k Illinois Dist., Cherokee Nation.

EXHIBIT C.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8th, 1883.

In pursuance of a council held December 12th, 1882, by the chiefs and headmen of our tribes to consider the propriety of leasing a portion of our reservation, we, the undersigned chiefs and headmen of Cheyenne and Arapahoe tribes of Indians, I. T., do hereby authorize Jno. D. Miles to enter into and make arrangements to lease all or any portion of the land designated or mentioned in the proceedings of council of December 12th, 1882.

Cheyennes.

BIG HORSE,	his x mark.	RED WOLF,	his x mark.
LITTLE BIG JAKE,	his x mark.	BIG MAN,	his x mark.
BOB TAIL,	his x mark.	BIG WHITE MAN,	his x mark.
WOLF FACE,	his x mark.	WOLF FEATHERS,	his x mark.
BLACK ROCK,	his x mark.	WOLF ROBE,	his x mark.
WHITE ANTELOPE,	his x mark.	LEFT HAND SQUAW,	his x mark.
HOWLING WOLF,	his x mark.	ELK HORNS,	his x mark.
PLENTY HORSES,	his x mark.	BULL,	his x mark.
FLUCCO,	his x mark.	ANTELOPE,	his x mark.
LITTLE CHIEF,	his x mark.	BAD FACE,	his x mark.
STAR,	his x mark.	WHIRLWIND,	his x mark.
WOLF CHIEF,	his x mark.	ROBERT BENT,	(signed).

Arapahoes.

POWDER FACE,	his x mark.	COMING-IN-THE-ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE-EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT-LEFT-HAND,	his x mark.

In the presence of—
H. C. MANN.
JNO. F. WILLIAMS.
O. J. WOODARD.
T. CONNELL.
F. B. HUTCHINSON.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8th, 1883.

This agreement, made and entered into this 8th day of January, A. D. 1883, by and between the chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, Indian Territory, and Albert G. Evans, of St. Louis, Missouri, his heirs or assigns, witnesseth:

That for and in consideration of the sum of two cents per acre per annum, payable semi-annually, we, the undersigned chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby lease to the above-mentioned Albert G. Evans, of St. Louis, Missouri, his heirs or assigns, for the term of ten years from this date, the following described land:

Commencing at a point on the 100th meridian, fifty-one miles south of the northwest corner of the Cheyenne and Arapahoe Reservation (Executive order Aug. 10th, 1869), thence running east forty-two miles to a point for place of beginning; thence running north twenty-one miles; thence east thirty four miles to the west line of "unratified agreement with the Wichitas, Oct. 19th, 1872"; thence south on said line twenty-one miles; thence west thirty-four miles to place of beginning; containing four hundred and fifty-six thousand nine hundred and sixty acres (456,960), more or less.

The terms of this lease are as follows, to wit:

Payment of rent shall be made semi-annually to such person or persons as may be designated, and in such manner as may be prescribed by the Secretary of the Interior or the Commissioner of Indian Affairs, with the consent of the Indians.

The Indians shall have the privilege of taking all or any portion of the said rental in cattle at the cash value of said cattle at the time and place of delivery, and said cash value shall be determined as follows:

The Indian agent in charge shall appoint one person, who shall meet with a person selected by said Albert G. Evans, his heirs or assigns, when the cattle are to be delivered, and shall then and there assess the value of all cattle so to be delivered, and if

they cannot agree, they, the parties so appointed, shall select a third and disinterested person, and the decisionof a majority of such board of appraisers shall fix or establish the price.

Said cattle shall only be delivered twice each year, to wit, not earlier than May 15th, for the first delivery, and during the month of October for the second delivery in each year. And upon the delivery of said cattle by the said Albert G. Evans, his heirs or assigns, they shall all be counter-branded, and the brand so used shall be and remain in the possession of said Albert G. Evans, his heirs or assigns.

The said Albert G. Evans, his heirs or assigns, shall have the privilege of fencing the land included in this lease, and to use any timber necessary for said fences, and for all ranch buildings, corrals, and fire-wood, but no privilege is granted to sell or dispose of any timber.

The said Albert G. Evans, his heirs or assigns, shall have the privilege of employing, under the direction of the agent in charge, any number of Indians as herders. And it shall be the duty of the Indian Department and the Indians to see that the said Albert G. Evans, his heirs or assigns, shall have the exclusive privilege of holding cattle on within described tract of land as long as he or they shall faithfully comply with the terms of this lease.

At the expiration of said lease all improvements made on said land shall revert to and become the property of the Indians.

It is agreed and understood that the rent shall begin ninety days from date of the approval of this lease by the Secretary of the Interior.

It is further agreed by and between the parties to this lease, that the cattle and horses and other stock owned and held by the said Albert G. Evans, his heirs and assigns, on the above-described land shall be held as guaranty for the prompt payment of the rental specified in this lease. And further, that this lease shall be known as lease No. 6, as designated on the office copy of the Cheyenne and Arapahoe Agency map, on file at the agency office, at the Cheyenne and Arapahoe Agency, Indian Territory.

In witness whereof we have hereunto set our hands this 8th day of January, A. D. 1883.

Cheyennes.

BIG HORSE,	his x mark.	WOLF FEATHERS,	his x mark.
LITTLE BIG JAKE,	his x mark.	WOLF ROBE,	his x mark.
BOB TAIL,	his x mark.	LEFT HAND SQUAW,	his x mark.
WOLF FACE,	his x mark.	ELK HORNS,	his x mark.
BLACK ROCK,	his x mark.	BULL,	his x mark.
WHITE ANTELOPE,	his x mark.	ANTELOPE,	his x mark.
HOWLING WOLF,	his x mark.	LITTLE CHIEF,	his x mark.
PLENTY HORSES,	his x mark.	STAR,	his x mark.
FLUCCO,	his x mark.	WOLF CHIEF,	his x mark.
RED WOLF,	his x mark.	BAD FACE,	his x mark.
BIG MAN,	his x mark.	WHIRLWIND,	his x mark.
BIG WHITE MAN,	his x mark.	ROBERT BENT,	(signed.)

Arapahoes.

POWDER FACE,	his x mark.	COMING ON THE ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—
A. C. MANN.
JNO. F. WILLIAMS.
O. J. WOODARD.
T. CONNELL.
F. B. HUTCHINSON.

ALBERT G. EVANS.

Witnessed by—
PARK PULSIFER and
HENRY L. HOWMAN.

I do hereby certify on honor that I have fully explained to the Indians who have signed the above lease the nature and character of the same, and that they fully understood the meaning thereof, *and that they fully understood the meaning thereof*, and that I witnessed their signatures to the same.

GEO. BENT,
Interpreter.

I hereby certify, on honor, that the above lease granted to Albert G. Evans, for grazing purposes, has been granted in strict accordance with the request of the Cheyenne and Arapahoe Indians, in council assembled, under the date of December 12th, 1882 (copy hereto annexed), and that the conditions and specifications of this lease have been fully explained and accepted by them, and that the same has been made subject to such regulations as may be made or prescribed by the Secretary of the Interior and the Commissioner of Indian Affairs.

JNO. D. MILES,
Ind. Agent.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
Darlington, I. T., Dec. 12th, 1882.

We, the undersigned chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, Indian Territory, constituting the recognized authority of the tribe above named, being assembled in council, this 12th day of December, A. D. 1882, for the purpose of transacting such business as may properly come before the council for action or consideration, would respectfully represent the following for your consideration and action of the Commissioner of Indian Affairs, to wit:

The usual scarcity of rainfall in this locality renders agricultural pursuits very uncertain and unprofitable. And as our people cannot (as experience has taught them) rely upon securing a crop oftener than one out of every three years, they have become quite discouraged, and are now considering what they can do to supplement the scanty rations furnished by the Government, by our own efforts through any and all lawful and legitimate means placed at our disposal by the Government. And in this connection we come to the matter of our reservation and its utilization.

Some of us have noticed, when passing through the States and on the border, that a white man only cultivates a small portion of his soil and utilizes the remainder for grazing purposes, which will bring him equally good if not better returns than the land cultivated, and with less labor.

Now, we only ask the same privilege, and in consideration of this subject would respectfully represent that there is a large portion of our reservation, amounting to about 2,400,000 acres, which is almost worthless for agricultural purposes, and unoccupied by our people, excepting a few families, which is bringing us no revenue, and as our cattle herds at present are very small we cannot with our own means and facilities make it useful to ourselves by farming and grazing. And with an exposed line of over 300 miles on our north and west, by large herds of cattle by authority of the Cherokees on the north and by white settlers in the pan-handle of Texas, it is impossible to prevent cattle from grazing on our reservation, for which we receive no compensation.

Now, in order that this grass may be used for our benefit, and in conformity with the inferred privilege vouchsafed to the various Indian tribes, as set forth in section 2117, Revised Statutes, we would respectfully request that authority be given to carry out the following request, viz:

To lease to some responsible party or parties that portion of our reservation described in Executive Order dated Aug. 10th, 1869, lying west of the reservation granted to the Wichita Indians by agreement, dated October 19th, 1872, and south of the main Canadian River, and also that portion lying north of the main Canadian River, and west of Cottonwood Grove, embracing about two million four hundred thousand acres. Said lease or leases to date from January 1st, 1883, or as soon thereafter as may be practicable, and to continue for a term of not less than five nor more than fifteen years, subject to be revoked by the Hon. Commissioner of Indian Affairs, with the approval of the Hon. Secretary of the Interior, at any time the necessities of our tribes may require, or our relations with the Government may be changed.

After granting a lease or leases covering the lands embraced in the above request, we will still have ample country to accommodate our present herds, and on which are located all the farm and other improvements of our tribes, and will not interfere with a full enjoyment of our tribes in every legitimate effort or enterprise at self-support in other industries.

In consideration of the use of the lands above described it is expressly understood by us that the rate to be paid for the use of said lands per annum, and for the purpose indicated, shall not be less than two cents per acre, and payable semi-annually, at the discretion of the Commissioner of Indian Affairs, and to such person or persons as he may designate, and one-half to be applicable for the purchase of young heifers or young cows and sufficient young bulls for breeding purposes; and the other one-half of the funds thus derived to be expended for the benefit of the Cheyenne and

Arapahoe tribes in such manner as may be prescribed by the Commissioner of Indian Affairs with the consent of the Indians.

The party or parties to whom such lease or leases may be granted will be permitted to build post and wire fence in tracts of not less than 20 to 30 miles square, so as to include sufficient water and good grass for the stock, and so divided as to embrace all the lands above described; and will be authorized to cut from the lands only sufficient timber to build the necessary fences as above described, and corrals and ranches necessary for the accommodation of their cattle and men during the continance of such lease or leases, and to leave all such improvements on the premises at the expiration of such lease or leases.

Subscribed this 12th day of December, A. D. 1882.

Cheyennes.

WHIRLWIND,	his x mark.	CLOUD CHIEF,	his x mark.
LITTLE BIG JAKE,	his x mark.	OLD CROW,	his x mark.
WHITE SHIELD,	his x mark.	FLECCO,	his x mark.
WHITE ANTELOPE,	his x mark.	BIG MAN,	his x mark.
BAD FACE,	his x mark.	ELK HORNS,	his x mark.
WOLF CHIEF,	his x mark.	RED WOLF,	his x mark.
BOB TAIL,	his x mark.	SPOTTED WOLF,	his x mark.
WOLF FACE,	his x mark.	BIG OWL,	his x mark.
BLACK ROCK,	his x mark.		

Arapahoes.

LEFT HAND,	his x mark.	WHITE BUFFALO,	his x mark.
POWDER FACE,	his x mark.	CHEYENNE CHIEF,	his x mark.
TALL BEAR,	his x mark.	MEDICINE DISMOUNTING,	his x mark.
WHITE MAN,	his x mark.	PACKED UP,	his x mark.
BEAR ROBE,	his x mark.		

In presence of witnesses—
CHAS. E. CAMBELL,
W. W. CHARLES.

I certify on honor that I explained to the Indians herein named, and am satisfied that they understood, the nature of the request made by them, and that the contents of the document fully expresses their own wish in the premises.

GEO. BENT,
Interpreter.

CHEY. & ARAP. AGENCY, I. T., *Dec.* 12*th*, 1882.

I hereby certify on honor that I was in attendance at the council named herein and heard the Cheyenne and Arapahoe Indians discuss the subject of leasing a portion of ther reservation for grazing purposes, and am satisfied that the enclosed request embodies the wish of the two tribes on this subject, and that the request is made at their own instigation and purely as a matter of business, looking to their own advantage.

JNO. D. MILES,
Indian Agent.

CHEY. & ARAP. AGENCY, I. T., *Dec.* 12*th*, 1882,

EXHIBIT D.

CHEYENNE AND ARAPAHOE AG'CY, I. T.,
January 8th, 1883.

In pursuance of a council held December 12th, 1882, by the chiefs and headmen of our tribes to consider the propriety of leasing a portion of our reservation, we, the undersigned, chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby authorize John D. Miles to enter into and make arrangements to lease all or any portion of the land designated or mentioned in the proceedings of council of December 12th, 1882:

Cheyennes.

BIG HORSE,	his x mark.	WOLF FEATHERS,	his x mark.
LITTLE BIG JAKE,	his x mark.	WOLF ROBE,	his x mark.
BOB TAIL,	his x mark.	LEFT HAND SQUAW,	his x mark.
WOLF FACE,	his x mark.	ELK HORNS,	his x mark.
BLACK ROCK,	his x mark.	BULL,	his x mark.
WHITE ANTELOPE,	his x mark.	ANTELOPE,	his x mark.
HOWLING WOLF,	his x mark.	LITTLE CHIEF,	his x mark.
PLENTY HORSES,	his x mark.	STAR,	his x mark.
FLUCCO,	his x mark.	WOLF CHIEF,	his x mark.
RED WOLF,	his x mark.	BAD FACE,	his x mark.
BIG MAN,	his x mark.	WHIRLWIND,	his x mark.
BIG WHITE MAN,	his x mark.	ROBERT BENT,	signed.

Arapahoes.

POWDER FACE,	his x mark.	COMING IN THE ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—
H. C. MANN,
JOHN F. WILLIAMS,
O. J. WOODARD,
T. CONNELL,
F. B. HUTCHINSON.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8th, 1883.

This agreement, made and entered into this 8th day of January, A. D. 1883, by and between the chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, Indian Territory, and Robert D. Hunter, of St. Louis, Missouri, his heirs or assigns, witnesseth:

That for and in consideration of the sum of two cents (2 cts.) per acre per annum, payable semi-annually, we, the undersigned, chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby lease to the above-mentioned Robert D. Hunter, of St. Louis, Missouri, his heirs or assigns, for the term of ten years from this date, the following-described land:

Commencing at a point on the northern boundary of the Cheyenne and Arapahoe Reservation (Executive Order, Aug. 10th, 1869), forty-two (42) miles east of the 100th meridian, or west line of the said reservation; thence running south thirty (30) miles; thence east thirty-four miles (34) to the west line of "unratified agreement with Wichitas, Oct. 19th, 1872;" thence north on said line to south bank of the Main Canadian River; thence meandering the south bank of and up the Main Canadian River to a point due south of Cottonwood Grove; thence north to north boundary line of Cheyenne and Arapahoe Reservation; thence west on said north boundary line to the place of beginning, containing five hundred thousand acres (500,000), more or less.

The terms of this lease are as follows, to wit:

Payment of rent shall be made semi-annually to such person or persons as may be designated, and in such manner as may be prescribed, by the Secretary of the Interior or Commissioner of Indian Affairs, with the consent of the Indians.

The Indians shall have the privilege of taking all or any portion of said rental in cattle, at the cash value of said cattle at the time and place of delivery, and said cash value shall be determined as follows:

The Indian agent in charge shall appoint one person, who shall meet with a person

selected by the said Robert D. Hunter, his heirs or assigns, when the cattle are to be delivered, and shall then and there assess the value of all cattle so to be delivered; and if they cannot agree, they, the parties so appointed, shall select a third and disinterested person, and the decision of a majority of such board of appraisers shall fix or establish the price.

Said cattle shall only be delivered twice each year, to wit, not earlier than May 15th, nor later than June 15th, for the first delivery, and during the month of October for the second delivery in each year.

And upon the delivery of said cattle by said Robert D. Hunter, his heirs or assigns, they shall all be counter-branded, and the brands so used shall remain and be in the possession of said Robert D. Hunter, his heirs or assigns.

The said Robert D. Hunter, his heirs or assigns, shall have the privilege of employing, under the direction of the agent in charge, any number of Indians as herders, and it shall be the duty of the Indian Department and the Indians to see that the said Robert D. Hunter, his heirs or assigns, shall have the exclusive privilege of holding cattle on the within described tract of land, so long as he or they shall faithfully comply with the terms of this lease.

The said Robert D. Hunter, his heirs or assigns, shall have the privilege of fencing the land included in this lease, and to use any timber necessary for said fences and for all ranch buildings, corrals, and fire-wood, but no privilege is granted to sell or dispose of any timber.

At the expiration of said lease, all improvements made on said land shall revert to, and become the property of, the said Indians.

It is agreed and understood that the rent shall begin ninety days from the approval of this lease by the Secretary of the Interior.

It is further agreed by and between the parties to the lease that the cattle, horses, and other stock, owned or held by said Robert D. Hunter, his heirs or assigns, on the above described land, shall be held as guarantees for the prompt payment of the rental, as specified in this lease. And further, that this lease shall be known as lease No. 7, as designated on the office copy of the Cheyenne and Arapahoe Reservation map, on file in the agency office, at the Cheyenne and Arapahoe Agency, Indian Territory.

In witness whereof we have hereunto set our hands this 8th day of January, A. D. 1883.

Cheyennes.

BIG HORSE,	his x mark.	WOLF FEATHERS,	his x mark.
LITTLE BIG JAKE,	his x mark.	WOLF ROBE,	his x mark.
BOB TAIL,	his x mark.	LEFT HAND SQUAW,	his x mark.
WOLF FACE,	his x mark.	ELK HORNS,	his x mark.
BLACK ROCK,	his x mark.	BULL,	his x mark.
WHITE ANTELOPE,	his x mark.	ANTELOPE,	his x mark.
HOWLING WOLF,	his x mark.	LITTLE CHIEF,	his x mark.
PLENTY HORSES,	his x mark.	STAR,	his x mark.
FLUCCO,	his x mark.	WOLF CHIEF,	his x mark.
RED WOLF,	his x mark.	BAD FACE,	his x mark.
BIG MAN,	his x mark.	WHIRLWIND,	his x mark.
BIG WHITE MAN,	his x mark.	ROBERT BENT,	(signed.)

Arapahoes.

POWDER FACE,	his x mark.	COMING-ON-THE-ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE-EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—
H. C. MANN,
JNO. F. WILLIAMS,
O. J. WOODARD,
T. CONNELL,
F. B. HUTCHINSON.

ROBERT D. HUNTER

Witnessed by—
PARK PULSIFER,
HENRY L. NEWMAN.

I hereby certify upon honor that I have fully explained to the Indians who have signed the above lease the nature and character of the same, and that they fully understood the meaning thereof, and that I witnessed their signatures to the same.

GEO. BENT,
Interpreter.

I hereby certify on honor that the above lease granted to Robert D. Hunter for grazing purposes has been granted in strict accordance with the request of the Cheyenne and Arapahoe Indians in council assembled, under the date of December 12th, 1882 (copy hereto annexed), and that the conditions and specifications of this lease have been fully explained and accepted by them, and the same has been made subject to such regulations as may be made and prescribed by the Secretary of the Interior and the Commissioner of Indian Affairs.

JNO. D. MILES,
Indian Agent.

CHEYENNE AND ARAPAHOE AGENCY,
Darlington, I. T., Dec. 12th, 1882.

We, the undersigned, chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians in the Indian Territory, constituting the recognized authority of the tribes above named, being assembled in council this 12th day of December, A. D. 1882, for the purpose of transacting such business as may properly come before the council for action and consideration, would respectfully represent the following to your consideration and action of the Commissioner of Indian Affairs, viz:

The usual scarcity of rainfall in this locality renders agricultural pursuits very uncertain and unprofitable, and as our people cannot (as experience has taught them) rely upon securing a crop oftener than about one out of every three years, they have become quite discouraged, and are now considering what they can do to supplement the scanty rations furnished by the Government, by our own efforts, through any and all lawful and legitimate means placed at our disposal by the Government, and in this connection we come to the matter of our reservation and its utilization.

Some of us have noticed while passing through the States and upon the border that a white man only cultivates a small portion of his soil and utilizes the remainder for grazing purposes, which will bring him equally as good, if not better, returns than the land cultivated, and with less labor.

Now, we only ask the same privilege, and in consideration of this subject would respectfully represent that there is a large portion of our reservation, amounting to about 2,400,000 acres, which is almost worthless for agricultural purposes, and unoccupied by our people excepting by a few families, which is bringing us no revenue; and as our cattle herds at present are very few and small, we cannot with our own means and facilities make it useful to ourselves by farming or grazing, and with an exposed line of over three hundred miles on the north and west, by large herds of cattle by authority of the Cherokees on the north and white settlers on the pan handle of Texas, it is impossible to prevent cattle from grazing upon our reservation, for which we receive no compensation.

Now, in order that this grass may be used for our benefit, and in conformity with the inferred privilege vouchsafed to the various Indian tribes, as set forth in sec. 2117, Revised Statutes, we would respectfully request that authority be given to carry out the following request, to wit:

To lease to some responsible party or parties that portion of our reservation described in Executive Order dated Aug. 10th, 1869, lying west of the reservation assigned to the Wichita Indians, by agreement under date October 19th, 1872, and south of the main Canadian River, and also that portion lying north of the main Canadian River and west of Cottonwood Grove, embracing about 2,400,000 acres, said lease or leases to date from January 1st, 1883, or as soon thereafter as may be practicable, and to continue for a term of not less than five nor more than fifteen years, subject to be revoked by the Hon. Commissioner of Indian Affairs, with the approval of the Hon. Secretary of the Interior, at any time the necessity of our tribes may require or our relations with the Government may be changed.

After granting the lease or leases covering the land embraced in the above request, we will still have ample country to accommodate our present herds, and on which are located all the farms and other improvements of our tribes, and will not interfere with a full enjoyment of our tribes in every legitimate effort or enterprise at self-support in other industries. In consideration of the use of the lands above described, it is expressly understood by us that the rate per annum to be paid for the use of the said lands and for the purpose indicated shall not be less than two cents (2 cts.) per acre, and payable semi-annually, at the discretion of the Commissioner of Indian Affairs, and to such person or persons as he may designate. And one-half to be applicable

for the purchase of young heifers or young cows and sufficient young bulls for breeding purposes. And the other one-half of the funds thus derived to be expended for the benefit of the Cheyenne and Arapahoe tribes in such manner as may be prescribed by the Commissioner of Indian Affairs, with the consent of the Indians.

The party or parties to whom such lease or leases may be granted will be permitted to build post and wire fence in tracts of not less than twenty to thirty miles square, so as to enclose sufficient water and good grass for the stock, and so divided as to embrace all the lands above described, and will be authorized to cut from the lands only sufficient timber to build the necessary fences, as above described, and corrals and ranches necessary for the accommodation of ther cattle and men, during the continuance of such lease or leases, and to leave all such improvements on the premises at the expiration of such lease or leases.

Subscribed this 12th day of December, A. D. 1882.

Cheyennes.

WHIRLWIND,	his x mark.	CLOUD CHIEF,	his x mark.
LITTLE BIG JAKE,	his x mark.	OLD CROW,	his x mark.
WHITE SHIELD,	his x mark.	FLUCCO,	his x mark.
WHITE ANTELOPE,	his x mark.	BIG MAN,	his x mark.
BAD FACE,	his x mark.	ELK HORNS,	his x mark.
WOLF CHIEF,	his x mark.	RED WOLF,	his x mark.
BOB TAIL,	his x mark.	SPOTTED WOLF,	his x mark.
WOLF FACE,	his x mark.	BIG OWL,	his x mark.
BLACK ROCK,	his x mark.		

Arapahoes.

LEFT HAND,	his x mark.	WHITE BUFFALO,	his x mark.
POWDER FACE,	his x mark.	CHEYENNE CHIEF,	his x mark.
TALL BEAR,	his x mark.	MEDICINE DISMOUNTING,	his x mark.
WHITE MAN,	his x mark.	PACKED UP,	his x mark.
BEAR ROBE,	his x mark.		

Witnesses—
CHAS. E. CAMPBELL.
W. W. CHARLES.

I hereby certify on honor that I was present at the council herein named and heard the Cheyenne and Arapahoe Indians discuss the subject of leasing a portion of their reservation for grazing purposes, and am satisfied that the enclosed request embodies the wish of the tribes on this subject, and that the request is made at their own instigation, and purely as a matter of business, looking to their own advantage.

JOHN D. MILES,
Indian Agent.

CHEY. & ARAP. AGENCY, I. T., *Dec.* 12*th*, 1882.

[Endorsement.]

DEP'T OF THE INTERIOR,
Dec. 10*th*, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

GEO. M. LOCKWOOD,
Chief Clerk.

EXHIBIT E.

Articles of agreement made and entered into at the Quapaw Mission, in the Quapaw Reservation, Indian Territory, on the 19th day of March, 1884, by and between Charles Quapaw and the Quapaw tribe of Indians located in the Indian Territory, of the first part, and H. R. Crowell, of the State of Kansas, of the second part.

The parties of the first part for the consideration of three thousand dollars to them in hand paid by H. R. Crowell at the times hereinafter stated, have leased and rented, and by these presents do lease and rent, unto H. R. Crowell all that tract of land lying and being in the Quapaw Reservation, and described as follows, to wit: Beginning at the Miami Reserve where said reserve joins the State of Kansas, thence east along the State line of Kansas to a point where a north and south line will strike the Qua-

paw Mission, and thence run due south to the north line of the Peoria Reserve. Said leased line to leave Quapaw Mission out, or east of it, being the entire west part of said Quapaw Reservation.

To have and to hold the said tract of land unto the said H. R. Crowell for grazing purposes for the term of two years from the date of this lease, with the privilege of renewal every two years as long as said H. R. Crowell makes said payments as agreed upon.

It is further agreed that said H. R. Crowell may fence said land and make such improvements as may be necessary to carry on a general live-stock business.

It is further agreed that said H. R. Crowell is to make the payments for this lease as follows: Seven hundred and fifty dollars at the date of this, and seven hundred and fifty dollars every three months thereafter, beginning April 1st, 1884.

It is further agreed that said H. R. Crowell may take his fences and improvements away at any time he wishes to give up said land, said fences and improvements being his exclusive property and under his sole control.

Witness our hand this 19th day of March, 1884.

Witnesses' names.	Signers' names.
M. FINITY.	CHARLES (his x mark) QUAPAW.
M. FINITY.	JOHN (his x mark) MEDICINE.
M. FINITY.	JOHN (his x mark) HUNKER.
M. FINITY.	JAMES (his x mark) SILK.
M. FINITY.	ANTWINE (his x mark) GREENBACK.
M. FINITY.	JOHN (his x mark) QUAPAW.
M. FINITY.	BIG (his x mark) GEORGE.
M. FINITY.	TOM (his x mark) CRAWFISH.
M. FINITY.	WIDOW (her x mark) CRAWFISH.
M. FINITY.	WIDOW (her x mark) CEDAR.
J. W. EARLY.	WIDOW (her x mark) DAYLIGHT.
J. W. EARLY.	FRANK (his x mark) BUCK.
J. W. EARLY.	JOSEPH (his x mark) WHITEBIRD.
J. W. EARLY.	RICHARD BUCK.
J. W. EARLY.	ALPHONSO VALLIER.
J. W. EARLY.	PASCHAL (his x mark) FISH.
J. W. EARLY.	JIMMIE (his x mark) YOUNG.
J. W. EARLY.	DICK (his x mark) QUAPAW.

H. R. CROWELL.

This is to certify that I, as interpreter of the Quapaw tribe of Indians on the Quapaw Reserve, Indian Territory, met with the tribe at the time they signed a lease of a tract of land to H. R. Crowell, of Kansas, and that I duly interpreted said lease to them, so that they individually understood what they were signing, and all agreed and did sign said lease in my presence and in the presence of others.

ALPHONSO VALLIER,
Acting Interpreter.

QUAPAW MISSION,
Indian Territory, March 19, 1884.

	Man.	Woman.	Boy.	Girl.	Total.
Chief Charley Quapaw	1	1	1	1	4
John Medicine	1	1	1	.....	3
John Hunker	1	1	1	.....	3
James Silk	1	1	2	.....	4
Antwine Greenback	1	1	.....	2	4
John Quapaw	1	1	1	2	5
Big George	1	1	1	.....	3
Tom Crawfish	1	.....	1	.....	2
Widow Crawfish	.....	1	1	2	4
Widow Cedar	.....	1	.....	.....	1
Widow Daylight	.....	1	1	.....	2
Frank Buck	1	.....	.....	.....	1
Joseph Whitebird	1	1	.....	1	3
Richard Buck	1	.....	.....	.....	1
Alphonso Vallier	1	.....	.....	.....	1
Frank Vallier	1	.....	3	.....	4
Paschal Fish	1	.....	.....	.....	1
Jimmie Young	1	.....	.....	.....	1
Dick Quapaw	1	1	.....	.....	2
					49

We, the undersigned, have this 19th day of March, 1884, received the sums set opposite our respective names, being in full for three months' rent of the Quapaw leased land.

Witness.	Names.	No. in family.	Amt. received.
George Flint	Charles (his x mark) Quapaw	4	$60 00
George Flint	John (his x mark) Medicine	3	45 00
George Flint	John (his x mark) Hunker	3	45 00
George Flint	James (his x mark) Silk	4	60 00
George Flint	Antwine (his x mark) Greenback	4	60 00
George Flint	John (his x mark) Quapaw	5	75 00
George Flint	Big (his x mark) George	3	45 00
George Flint	Tom (his x mark) Crawfish	2	30 00
George Flint	Widow (her x mark) Crawfish	4	60 00
George Flint	Widow (her x mark) Cedar	1	15 00
George Flint	Widow (her x mark) Daylight	2	30 00
George Flint	Frank Buck	1	15 00
George Flint	Joseph (his x mark) Whitebird	3	45 00
George Flint	Richard Buck	1	15 00
George Flint	Alphonso Vallier	1	15 00
George Flint	Paschal (his x mark) Fish	1	15 00
George Flint	Jimmie (his x mark) Young	1	15 00
George Flint	Dick Quapaw	2	30 00

EXHIBIT F.

This article of agreement made and entered into this 25th day of April, 1884, by and between the Prairie Band of Pottawatomie Indians now living and residing on the Diminished Pottawatomie Reservation, in Jackson County, Kansas, party of the first part, and T. J. Anderson & Co., of Topeka, in the County of Shawnee and State of Kansas, party of the second part, witnesseth: That the party of the first part has this day demised and leased, and by these presents doth demise and lease, unto the party of the second part, all of the following-described premises, being a portion of the Diminished Pottawatomie Reservation situated in Jackson County, Kansas, described as follows:

Commencing at a point on the eastern line of said Diminished Reservation three miles north of the southeast corner of said reservation, thence due west about one mile to a wagon-spoke stake on top of ridge west of creek at intersection of wagon-trail; thence northwesterly about one-fourth of a mile along crest of ridge near wagon-road to spoke or stake No. 2; thence northwesterly in nearly the same course about two and a half miles to stake No. 3, at a large granite boulder lying near crest of ridge, being about one-third mile west of a small willow tree; thence nearly north about one mile to stake No. 4, at a granite boulder at intersection of wagon-trail where a gate is to be provided; thence in the same direction one-fourth mile further to stake No 5; thence northwesterly about one-third mile to stake No. 6, at the top of mound near the crossing of Bridge Road, being about three miles from the east line of said reservation, thence nearly northwest about two miles to intersection of Holton wagon-road, where stakes for gate were set; thence on a line in the direction of Perry's Grove, on north line of said reservation, one-half mile, where stake was set; thence southwesterly to a large tree with forked top on Little Soldier Creek, one-third of mile to stake at the head of draw; thence continuing the same course three-fourths of a mile to stake at top of ridge; thence nearly west one and one-fourth miles to stake, said stake being on top of a ridge, a ridge about three miles south of Perry's Grove; thence nearly west passing spring on the left to top of ridge where stake was set; thence one and one-fourth miles farther in the same direction to crest of ridge, about two and a half miles from west line of said reservation; thence northwest about one mile to intersection of wagon-road where stake for gate was set; thence in the same direction one mile farther to road crossing where stake for gate was set; thence continuing about the same course to north line of reservation one and one-fourth miles to top of bluff of Mes-que-wahk Creek where stake was set near cedar tree, being near the farm lines, between Page and Little; thence on the north line of the original and Diminishe dReservation to the northeast corner of said Diminished Reservation; thence due south on east line of said Diminished Reservation to place of beginning, excepting the east half of Section 28, T. 7, R. 15 E., occupied by Charles Sheppard.

This lease is to exist and continue for a period of ten years, beginning on the first day of January, 1884, and ending on the thirty-first day of December, 1893. During the continuance of this lease the party of the second part shall have peaceable and quiet possession of said premises and may use the same for pasturage, grazing,

stock-raising, and stock-breeding, but for no other purpose, and may erect thereon such fences, yards, and other improvements as will promote the objects aforesaid.

The party of the second part agrees to inclose the entire tract of land above described with a substantial fence of at least three-double barb-wires, to keep the same in good repair until the end of this lease, and will complete the southern or curved and eastern lines of said fence on or before the tenth day of June, 1884, and the northern line on or before the twentieth day of June, 1884; they will allow the party of the first part uninterrupted passage through the leased territory in all directions, and to that end they agree to and will make the necessary number of gates in their enclosure.

No portion of the leased land can be broken or cultivated; no rock, stone, coal, or timber found thereon can be disposed of or used by the party of the second part, except rock or stone for building purposes on said premises, and down wood for fuel on said premises, and said party of the second part shall not introduce more white or other persons on said premises than are necessary for the prosecution of the business objects before mentioned, and such persons shall be selected from the friends and not from the enemies of the party of the first part.

No building or fences of any kind or description shall be removed from said premises during the continuance of this lease, and at its expiration the party of the second part shall deliver up to the party of the first part, without evasion, reservation, or equivocation, the peaceable and quiet possession of said promises, with all of the houses, sheds, fencing, and other appurtenances and improvements thereon.

In consideration for the use of said premises the party of the second part hereby promises and agrees to pay unto the party of the first part the sum of three thousand dollars ($3,000.00) per annum until the termination of this lease, in semi-annual installments of fifteen hundred dollars ($1,500.00) each, to be deposited in the First National Bank of Topeka, in the State of Kansas, on the first day of May and on the first day of October of each and every year, subject to the order of check of the acting head chief of said Prairie Band, which installments shall then be paid per capita to the party of the first part at their semi-annual annuity payments made to them next subsequent to the payment of installments by the party of the second part, by the agent of said band or by some persons elected by the council of said band, and any failure on the part of the party of the second part to make the payments of fifteen hundred dollars ($1,500.00) each on the dates above named will render this lease void, the time of making said payments being of the essence of this contract, the first payment to be made May 1st, 1884.

This lease cannot be transferred, neither can any interest in it be assigned, without the consent of the party of the first part, and any attempt to make any transfer or assignment otherwise shall immediately render this lease null and void.

It is expressly agreed and understood that the said party of the second part shall not allow any cattle or other stock, whether owned by them or others, to go through or from the premises hereby leased upon the remainder of the Diminished Reservation, and that if this provision of the lease is wilfully or intentionally violated or broken by the said party of the second part, then this lease shall immediately become null and void.

It is expressly agreed and understood that the members of the Prairie Band residing upon said reservation are to have the right to remove and take from said leased premises any and all rock, stone, or coal, and whatever hay Charles Sheppard may require for his own use; and to cut and carry away any timber they may wish to use for buildings or other improvements upon the lands occupied by them, and their right of entry for said purposes is hereby reserved.

It is expressly understood by the party of the first part that they are to receive the consideration for this lease of three thousand dollars ($3,000.00) per annum per capita, at their semi-annual annuity payments, as above stipulated, and it is only with that understanding that they sign this contract.

It is expressly agreed and understood that an intentional violation of any of the provisions of this contract by the party of the second part will immediately render this lease null and void.

For the Prairie Band of Pottawatomie Indians:

SHOUGH (his x mark) NESSE, *Chief.*
MAS (his x mark) QUAS, *Speaker.*
PIS-SHE (his x mark) DWIN, *Speaker.*
NAS-SE (his x mark) KAH, *Chief.*
KOCH (his x mark) KOCH, *Brave.*
WEIS (his x mark) KAH, *Youngman.*
N-WAHK (his x mark) TOTE, *Youngman.*

T. J. ANDERSON & CO.
(T. J. Anderson, J. D. Burr, J. B. Johnson, Eugine Hogan.)

We, the undersigned, hereby certify that we were present when the foregoing contract was signed; that the Indians whose names are signed hereto had authority to sign for the tribe. That they fully understood the contract, and that the marks attached to their names are genuine and were made in our presence, and that they are the same parties named.

Witnesses—

ELI G. NEDEAU.
GEORGE W. JAMES.
JAMES V. BLANDIN.

EXHIBIT G.

EXTRACTS FROM REPORTS MADE BY U. S. INDIAN INSPECTORS, UPON VARIOUS INDIAN AGENCIES, WITH REFERENCE TO LEASES MADE BY THE INDIANS FOR CATTLE GRAZING PURPOSES.

Cheyenne and Arapaho Agency, Insp. Gardner. Nov. 24, 1883.

"* * * 3,117,880 acres of reservation have been leased by Indians to certain parties for grazing purposes for 10 years from January 8, 1883, at 2 cents per acre, equals $62,357.60, and 714,000 acres to other parties at same rate from October 15, 1883, $14,800; total, $77,157.60; first payment all in cash. It is a small moiety of what the land is worth. Leases not for best interest of Indians and cash payment encourages idleness, dependency, gambling, &c. They now refuse to haul supplies as formerly. Do not care to work while they have money. Subsequent payments are to be half cash and half in stock cattle. * * *"

Sac and Fox Agency, Insp. Gardner. Dec. 5, 1883.

"* * * The Sac and Fox have decided not to lease lands for grazing purposes."

Quapaw Agency, Insp. Gardner. Dec. 17, 1883.

"* * * Chicago Cattle Company's privilege will expire March 1, 1884. They have nearly 700 acres fenced, within which they are feeding 1,000 cattle. The Quapaws desire this fence removed on and after April 1, 1884. The agent will so advise and instruct the company. * * *"

Kiowa, Comanche, and Wichita Agency, I. T., Insp. Benedict. Jun. 28, '84.

" * * * 75,000 head of Texas cattle on the reservation; they have no permit, the Indians refusing to lease their lands."

Cheyenne and Arapaho Agency, I. T., Insp. Gardner. Sep. 23, '84.

"The reservation contains 4,297,771 acres, of which 3,867,880 acres are leased for grazing purposes at an annual rental of $76,357.60, paid semi-annually at the rate of $5 per capita.

"Four hundred and seventy Indians under Stone Calf and others objected to the leases, and do not participate in the funds. Of the 430,000 acres remaining but little use is made by the agency Indians. Only about 75 or 80 Indians have attempted to cultivate small patches from one quarter to 20 acres, each aggregating about 480 acres, the yield from which is nothing but weeds and fodder. The Indians have no desire to become farmers, or to try to become self-supporting so long as the Government supports them in idleness, and they receive a cash payment of $10 per head from leased lands.

"The dog soldiers prevent those inclined to work from working, consider themselves masters of the situation, and have defied the agent and the military at Ft. Reno."

Kiowa, Comanche, and Wichita Ag'cy, I. T., Insp. Gardner. Oct. 3, '84.

"The reservation is well adapted to grazing purposes. It has been grazed by out side parties and squawmen who pay no tax."

Ponca, Pawnee, and Otoe Ag'cy, I. T., Insp. Gardner. Oct. 17, '84.

NEZ PERCÉ.

"One-half of the reservation has been leased at $2,000 per year, in advance; lease runs 5 years. Asks if it would be void if the Indians are removed."

PONCAS.

"101,894 acres, one-half of which has been leased for 5 years at rental of $1,700. Lease does not interfere with Indian allotments; 700 acres are cultivated by the Indians."

OTOES AND MISSOURIAS.

"129,193 acres, one-half leased at rental of $2,100; rent paid to Oct. 1, 1885; lease does not interfere with farming operations. Otoes' reserve not adapted to agricultural purposes."

PAWNEES.

"283,020 acres, of which 150,000 acres have been leased at 3 cts. per acre. The Indians have under cultivation about 2,000 acres."

Sac and Fox Agency, I. T., Insp. Gardner. Oct. 28, '84.

"200,000 acres have been leased by Sacs and Foxes, at a rental of 2 cts. per acre. Indians but little disposed to agricultural pursuits."

Osage Agency, Ind. Ty., Insp. Gardner. Nov. 11, '84.

OSAGES AND KAWS.

"Osage reservation has 1,470,000 acres, of which 376,000 are leased for grazing purposes at 3½ cts. per acre per annum. Only a small moiety of remaining 1,100,000 acres is utilized by the Indians."

KAWS.

"Reservation has 100,137 acres, of which 52,000 acres leased at 4 cts. per acre, and 50 cts. for broken and cultivated land. The Osages should have made a similar stipulation, but have not.

"W. J. Pollock, one of the Osage lessees, has 300 acres under cultivation."

Pottawatomie and Great Nemaha Agency, Kans. (Jackson Co.), Inspector Gardner. Nov. 26, 1884.

POTTAWATOMIES.

"Indians have made grazing lease of portion of reservation at rental of $3,000, payable to head chief."

EXTRACTS FROM ANNUAL REPORTS OF INDIAN AGENTS FOR 1883, HAVING REFERENCE TO SAME SUBJECTS.

Cheyenne and Arapaho Ag'c'y I. T., Agent J. D. Miles. Aug. 18, '83.

" * * * For a number of years the western portion of the Cheyenne and Arapho Reservation has been occupied by unauthorized cattle men and their herds, who have been grazing without remunerating the Indians therefor and in violation of Department orders. The parties thus holding cattle claimed to have secured the right to so hold by gaining the consent of a few individual Indians located on or in close proximity to the range occupied, and by paying them for the privilege. The reservation is held in common, and in justice to the Indians it is due that all share alike in the advantages to be derived from this reservation. Orders have been promptly issued to such cattle men to remove their cattle beyond the reservation limits, and the orders were in most instances as promptly obeyed, but the reservation

lines are only imaginary, and in a short time cattle would again be feeding on the lands they had so recently vacated. Troops have been called into action for the purpose of enforcing the orders, all with the same result.

On the 12th of December last the Cheyenne and Arapaho Indians called a general council to consider the propriety of leasing to responsible cattle men for grazing purposes that portion of the reservation lying west of the Cantonment, the most of which they do not at present occupy. The action of this council was decidedly in favor of realizing from that part of the reservation. The facts were elicited that the country was not adapted to agriculture, that frequent droughts occurred; that they could not rely upon securing a crop oftener than once in three years; that in passing through the States and on the Territory border they had noticed that white men only cultivate a part of their land, reserving a portion for grazing purposes. They deemed it policy to follow the example of white men. In accordance with the decision of this council, on the 8th day of January, 1883, the Cheyennes and Arapahoes, in open council, entered into agreements with the following named persons for grazing privileges, and leased to each individual named, for a term of ten years, the number of acres set opposite his name, viz:

	Acres.
Ed. Fenton, Leavenworth, Kans	564,480
William E. Malaley, Caldwell, Ks	564,480
H. B. Denman, Washington, D. C	575,000
J. S. Morrison, Darlington, Ind. Ter	138,240
Lewis M. Briggs, Muscotah, Kans	318,720
A. G. Evans, Saint Louis, Mo	456,960
R. D. Hunter, Saint Louis, Mo	500,000
Total number acres	3,117,880

"At an annual rental of 2 cents per acre, amounting to $62,350.60, to be paid them in cash and cattle. On the 21st of May, the first semi-annual payment was made to the Cheyennes and Arapahoes, amounting to $31,178.80, which amount was received by them with no little pride and satisfaction, feeling that they are now actually earning money, which in fact becomes their own. They made judicious expenditures of the money thus received in purchasing needful articles. They realize that they will be compelled to purchase their own clothing and much of their subsistence the present year. The next payment of rental will occur in October, and will consist largely of cattle.

"In leasing these lands the Cheyennes and Arapahoes are deriving great benefits as tribes, in that they are receiving large cash and cattle payments for grass that has heretofore brought them no income, and all unauthorized cattle-holders are compelled to move their herds in compliance with Department orders and instructions, while it further relieves the Department of the necessity for an oversight of these lands.

"The parties holding cattle under lease will not be encroached upon by those having no agreement with the Indians, thereby settling a question that has been a source of much annoyance and one not easy to control. It is a practical move in the direction, and will at the expiration of the lease place the Cheyenne and Arapahoe Indians beyond the necessity of assistance from the Government."

Kiowa, Comanche, and Wichita Agency, I. T., Agent E. B. Hunt. August 17, 1883.

"* * * The grass question seems to be the most difficult thing I have to contend with. I find it impossible to keep trespassing cattle entirely off the reservation and we are now crowded on all sides. It seems to do very little good to put them off, for it is found that cattle that have just been driven off will come back on the reservation as soon as the police force advances. Our Indians are not disposed to rent the grass; yet if it is used, it seems they should be paid for it. The greater portion of the 4,300,000 acres grows up and is burnt down, but that along the border of the reservation is consumed by trespassing cattle. The grass should be utilized in some way that will benefit the Indians, and if it is not possible to supply them with herds sufficient to consume it, it does seem as if the grass should be rented and the Indians receive the money for it."

Quapaw Agency, I. T., Agent D. B. Dyer. Aug. 16, 1883.

OTTAWAS.

"* * * A large part of their reservation is a wilderness which has never felt the tread of the plowman. They greatly desire to lease a part of it for grazing purposes, and thereby create at once a home market for their surplus crops and a handsome revenue for the tribe. They can readily rent it at ten cents per acre per year."

Union Agency, I. T., Agent J. Q. Tufts. Aug. 31, 1883.

CHEROKEE LEASED LANDS.

"* * * The Cherokees have collected tax from cattlemen for grazing on lands known as the 'Cherokee strip,' lying in the northwest corner of the Indian Territory, for several years. Last year the sum received was over $40,000, and collected by the Chorokee authorities. In June last, at the extra session, the Cherokee council leased the above-mentioned lands to a cattle company for a term of five years at an annual rental of $100,000. The company is entirely responsible, and as they pay the rent six months in advance, the action of the council was certainly wise.

"The unoccupied lands ceded by the Creeks to the United States are covered with cattle on which tax is paid to no one. The owners of these cattle, and those who refuse to pay taxes to the Indian authorities, are violently opposed to leasing Indian lands for grazing purposes, because, when the lands are leased, those occupying them are compelled to pay for grazing or get out. There is no sense in permitting hundreds of thousands of dollars to burn up every year or go into the pockets of a few cattle owners, who will not pay a farthing for the feed when it could be let to the highest bidder and a large revenue realized."

FROM ANNUAL REPORTS OF AGENTS FOR 1884.

Southern Ute, Colo., Warren Patten, ag't. Aug. 25, 1884.

"Last October these Indians leased a portion of their reservation to Mr. Edward Wheeler, of Fort Lewis, Colo., for grazing purposes, subject to the action of the Dep't, and were to receive $10,000 per year in advance for the privilege. This amount of money equally divided among the Indians, as it would have been had the lease been approved, would have gone far towards their support. The Department refused to recognize any agreement of this kind, and, of course, it went by default. At the same time there is, and has been since the establishment of this agency, cattle grazing on the reservation, for which the Indians receive no benefit." * * *

Osages and Kaws, I. T., L. J. Miles, agent. Sept. 1, 1884.

"The Indians, realizing that they were being continually imposed on by stockmen allowing their cattle to drift over on to the reservation, and the difficulty of collecting taxes for the same, determined to make some leases, along their borders, of lands that were not occupied, both as a means of securing a greater income and as a protection to the balance of their reservation, the Kaws leasing the north half of their reservation, and the Osages making six leases, one on the west, three on the north, one on the east, and one on the south; in all about 350,000 acres, for the term of ten years, payable quarterly in advance at from 3 cents to 4 cents per acre per annum. As a result the Kaws receive annually about $2,100, whereas, under the old system of charging for grazing, the most they ever collected in any one year was $340, results at Osage being equally favorable. All these leases have been fenced by the parties securing them." * * *

Pawnees.—Ponca, &c., ag'cy, I. T., J. W. Scott, ag't. Aug. 15, 1884.

"* * * During the past winter the reservation was overrun with range cattle, to the inconvenience of quite a number of Indian settlers. There being so many miles of open line exposed, and so great a number of cattle, it was impossible to restrain them. Where damage to Indian property was done by such stock, ample compensation was, in nearly all cases, made.

"To avoid any inconvenience from this source in the future a majority of the tribe consented to lease, and leased about 150,000 acres of the reservation to responsible parties for a period of five years from June 1, 1884, at an annual rental of 3 cents per acre, payable in advance. The parties leasing have erected a good and substantial fence along the boundary line of tract so occupied, so there need be no excuse for trespassing stock hereafter. The tract of land leased was entirely unoccupied, excepting by two small settlements to which wire will be furnished with which to fence all cultivated land. All the Arkansas River bottom within the limits of the reservation, the Bear Creek, and Camp Creek Valleys are not included within the leased tract, and these afford ample room on which to locate every family belonging to the tribe on the best farming land on the reserve." * * *

"* * * All the tribes connected with this agency (Ponca, Pawnee, and Otoe), have within the last six or seven months leased their unoccupied lands for grazing

purposes, and the lands so leased have been inclosed with substantial wire fence. The income derived from these leases of lands, otherwise entirely unproductive, represents a substantial item in the support of the Indians. The Poncas receive $1,700 a year; the Pawnees about $3,700; the Otoes $2,100, and the Nez Percés $1,000." * * *

Iowas.—Sac and Fox Agency, I. T., I. A. Taylor, ag't. Aug. 11, 1884.

"* * * Some time previous to my taking charge of this agency, the Iowas entered into a contract of lease for cattle grazing with Mess. C. C. Pickett, a licensed trader at this point, and E. B. Townsend, late United States special Indian agent, a copy of which lease is on file in this office." * * *

Pottawatomies in Kansas.—Pottawatomie and Great Nemaha Ag'cy, H. C. Linn, agent. Sept. 10, 1884.

"* * * The Pottawatomie Indians have a fine tract of land of 77,357 acres; they have more land than they require for their use from the fact that a portion of this band, numbering about 280 persons, reside in Wisconsin and Iowa. These Indians, therefore, leased to T. J. Anderson Company last March a tract for grazing purposes, comprised of the northeast corner of the reserve, containing about 20,000 acres, for a period of ten years, to receive a rental of $3,000 per annum, to be paid them semi-annually as per capita." * * *

No. 1.

Copies of miscellaneous documents and correspondence on file and of record in the office of Indian Affairs and Indian Division of the Department of the Interior relating to leases of lands made by various Indian tribes in the Indian Territory to citizens of the United States for cattle-grazing purposes.

[Furnished in obedience to Senate resolution dated December 3, 1884; supplemental to S. Ex. Doc. No. 54, Forty-eighth Congress, first session; and embracing the following-named Indian lands or reservations, viz: Osage, Otoe, Ottawa, Pawnee, Peoria, and Miami, citizen Pottawatomies, Quapaw, and Sac and Fox, and unoccupied lands in the Indian Territory.]

OSAGE AGENCY, INDIAN TERRITORY.

OSAGES.

OSAGE AGENCY,
January 14, 1884.

DEAR SIR: I am in receipt of office letter L 21581, of December 4, 1883, referring to certain leases made by the Osage council to citizens of the United States of lands for grazing purposes. And transmitting a copy of a protest made by Ne-ka-ke-fohnee and others against the action of said Osage council in making said leases, and especially one known as the Tulsa lease, and directing that I investigate and report on the matter.

In reply, allow me to say that the matter of leasing some unoccupied lands along the border of the Osage Reservation was agitated by the most enterprising citizens among the Osages in the early part of the summer of 1883 for two reasons: 1st. To give protection to stock-raisers of the nation; and 2d. As a matter of revenue to the nation from lands unoccupied.

When the leases came to be located it was found impossible to make them in such a shape as would be desirable and accomplish the end in view without inclosing the claims of a few Osage citizens.

As the whole plan of making leases was to locate them, so they could be connected on the border of the reservation with a fence, and thus protect the entire reservation from outside stock, a protection that has been a growing necessity for years, and is apparent that if some means of protection cannot be instituted the citizens of the nation must give up their stock interest.

The entire system of leases was discussed at length by the Osage National Council, and they determined to grant six leases, as has already been described in a previous communication on this subject, and to exempt the claims of parties belonging to the nation that were found to be inside of boundaries of said leases.

I have met with nearly all the parties whose claims are thus situated, and not one of them so far has made any serious objections when they understand the matter.

The claim made in above referred to petition that some of these were the most

prosperous stock growers in the nation is incorrect, as I know all the parties well, have visited them at their houses, and but one of them have any stock to speak of, and this one only from 50 to 100 head. None of them have improvements beyond a small house and field of a few acres. Parties taking the lease are practical stock men, and are anxious that they should improve their claims that are accepted, and will take all the grain they can raise at a good price, and are perfectly satisfied that what stock they have shall run on the range where it is unmolested.

From all the information that I can gather the only parties that are dissatisfied in regard to the whole matter are Mrs. Captain and her daughter, Mrs. Newman, whose claims are situated on Hominy Creek, several miles north of the north line of aforesaid lease, and whose cattle sometime run up on Delaware Creek, which runs not far from and furnishes the water for the northern portion of said lease.

I have taken the affidavits of a number of parties that signed the aforesaid petition, and of officers of the Osage council. By affidavits numbered 1 and 2 of E. M. Mathews and Paul Aker, I think the truth is clearly established that no written protest of parties signing said petition was withheld from the council except at the request of parties themselves; that they had an opportunity to enter their protest in person and did so, which was duly considered by the council; that they made no proposition to take the aforesaid lease themselves or any portion of it; that all the Osage nation was duly represented in said council, and that to their knowledge no improper influence was used in securing said leases. From the evidence, as shown by the affidavits of Ne-ka-ke-fah-na, Ne-koh-ko la, and Mo-thah-ke-tah, numbered 3, 4, and 5, and I will say by all others that I have conversed with on this subject, including nearly all those living within the boundaries of said lease, it will be seen that the only person that manifested any interest in this matter was Mrs. Captain; that she went from place to place securing the signatures to a paper upon various representations, offering as an excuse that she would rather pay for the land herself, or a portion of it, rather than have it pass into the hands of other parties.

After carefully inquiring into the matter I conclude:

1. That Mrs. Captain and her daughter are the only ones that are dissatisfied; that they had ample opportunity to lay their claims before the council; that the council acted, after due deliberation, as they thought for the best interests of the nation.

2. That the Osage Nation was duly represented in said council.

3. That no evidence of fraud or improper influence was used in securing said leases, and I recommend that the action of the council be sustained, believing that they acted in good faith, looking to the best interests of the entire nation without unduly infringing upon the rights of individual members thereof.

Yours, very respectfully,

L. J. MILES,
Indian Agent.

HON. HIRAM PRICE,
Indian Commissioner.

[Inclosure No. 1.]

OSAGE AGENCY,
Indian Territory, ss:

Edward Mathews, being duly affirmed, deposes and says: That I am a member of the Osage Nation; that I reside at the Osage Agency, in the Indian Territory, and am thirty years of age; that I was present at all the sessions of the osage national council, held the fore part of November, 1883, and that I acted as secretary of the same; that during said council a number of leases were made to white men of Osage lands, for grazing purposes, by said council; that, among others, one lease was made to Crane & Lanim, of Independence, Kans., of land lying along the creek border, known as the Tulsa lease; that I have seen the petition forwarded to the Commissioner of Indian Affairs, signed by Ne-ka-ke-fa-na and others; that prior to the consideration of that lease by the council Mrs. Jane Captain gave me a written protest, signed by Mrs. Newman, against said lease; that Mrs. Captain and Bell Newman were present at all sessions of said council during the consideration of aforesaid leases; that when the Tulsa lease came up for consideration I went to Mrs. Captain and asked her if I should read her protest, and she said "No"; that said Mrs. Captain personally made her objections to said council; that said objections were duly considered by said council, and council determined that the granting of said lease would not interfere with the legitimate rights of any one, and am satisfied that the council was not unduly influenced in any way by outside parties or members of the nation in the granting said leases; that parties obtaining leases were not permitted to have anything to say before said council.

That I am acquainted with all the parties signing said petition, and that none of them ever made any proposition to said council to take this lease, or any part of it. That said Delaware Creek was included in said lease in order to get water inside lease; that I am acquainted with all the parties whose claims are excepted in said lease and know that they have but little stock and little improvements.

That the Osage council was duly elected by the entire nation, and that the claim

that one *band* was not represented in said nation, as stated in said petition, is false. That I was one of the clerks of the election of said council, near two years ago, and have been secretary of said council since its organization.

That said council acted in good faith in the granting of all said leases, on behalf of the nation, and for the best interests thereof. That all the parties whose claims are within the limits of the aforesaid Tulsa lease have been notified, and not one of them have made any claims or complaints to the council about the same.

E. M. MATHEWS.

Subscribed and affirmed to before me this fourteenth day of January, 1884.

L. J. MILES,
United States Indian Agent.

[Inclosure No. 2.]

OSAGE AGENCY,
Indian Territory.

Paul Aken, being duly affirmed, deposes and says: That I am an Osage Indian; that I reside near Osage Agency, Indian Territory, and am — years of age; that I was present at all the sittings of the Osage national council, held the fore part of November, 1883, and acted as interpreter for the same; that during said council several leases were made to citizens of the States of land for grazing purposes, among others one to Crane & Lanim for a tract of land on the south part of the reservation, known as the Tulsa lease; that I am acquainted with all the parties signing a petition to the Commissioner of Indian Affairs, against the action of the council in this lease; that during the session of the council or at no other time was there any petition from any of said parties, or any other person, against the granting of said lease; that Mrs. Jane Captain was present during all the sittings of said council, when the lease question was under consideration, and made personal objections to the granting of said lease; that her objections were made direct to the council, she speaking good Osage; that the council fully considered her objections, and determined that the granting of said lease would not interfere with her legitimate rights; that all the parties living within the boundaries of said lease were duly considered and their claim accepted; that I am acquainted with all the parties within the boundaries of said lease and know that they have not now nor ever have had much stock; that said lease was made to cross Delaware Creek for the purpose of getting water; that I do not think that Mrs. Captain has any reasonable grounds of complaint, as she has one of the best ranges in the nation outside of said lease.

PAUL AKEN.

Subscribed and affirmed to before me this 16th day of January, 1884.

L. J. MILES,
United States Indian Agent.

[Inclosure No. 3.]

OSAGE AGENCY,
Indian Territory, ss:

Ne-kah-ke-fah-ne, being duly affirmed, deposes and says, that I am an Osage Indian; that I am about eighty years old; that about two months ago Mrs. Captain came to me with a paper that she wanted me to sign. I had her read the paper to me, and said it was a petition to the Commissioner of Indian Affairs against the action of the Osage council in leasing some Osage lands to white men for grazing cattle on; that the lease on the south part of the reservation took in several members of the Osage Nation that have stock; that she and her son-in-law would pay the nation three and one-half (3½) cents per acre for all that on the north side of Delaware Creek if the Osages wanted to lease it, to graze their cattle on. I told her the council had the authority to lease the Osage lands, and did not think it would do any good; she wanted me to sign, and I signed it, thinking it would be for the benefit of the people inside. I have seen several of the persons that are inside the pasture, since the lease was let, and they made no objections about the matter.

his
NE-KA-KE-FAH-NEE ×
mark.

L. A. WISMEYER,
J. H. EDMUNDSON.

Subscribed and affirmed to before me this fourteenth day of January, 1884.

L. J. MILES,
Indian Agent.

I certify that I have fully explained the foregoing to the party signing the same, and am satisfied that he understands the same.

AUGUSTUS CHANTANE,
Interpreter.

[Inclosure No. 4.]

OSAGE AGENCY,
Indian Territory, ss:

Ne-ka-ko-lay, duly affirmed, deposes and says, that I am an Osage Indian; that I live on Hominy Creek, about 15 miles from Osage Agency; that about two months ago I was at Mo-sha-ke-tas, in the south part of the reservation, with other Osages; that while there Mrs. Jane Captain came where we were with a paper she wanted us to sign; that she said the Osage council had made a lease of part of our land to graze cattle on; and that they were going to inclose the land with a wire fence; and that she wanted the fence south of Delaware Creek; that she would pay for part of the land at 3½ cents per acre rather than let them fence north of Delaware Creek; that these white men were treating the Osages just like children.

I have seen several of the parties whose claims are inclosed in said lease, but never heard them say anything about the lease. I signed the petition upon the representation made by Mrs. Captain that it would be better to have the fence south of Delaware Creek. That a number of others signed it at the same time.

his
NE-KA-KO-LA ×
mark.

L. A. WISMEYER.
J. H. EDMUNDSON.

Subscribed and affirmed to before me this fourteenth day of January, 1884.

L. J. MILES,
United States Indian Agent.

I hereby certify that I have fully explained the foregoing to the party signing the same, and am satisfied that he understands the same.

PETER BIGHEART,
Interpreter.

[Inclosure No. 5.]

OSAGE AGENCY,
Indian Territory, ss:

Mo-sha-ke-tah, being duly affirmed, deposes and says, that I am an Osage Indian, and live about three miles above Mrs. Captain, on Hominy Creek; that about two months ago she came to me with a paper she said was a petition to the Commissioner of Indian Affairs at Washington; that some white men were going to build a fence south of us, and that it would interfere with our range, and that she wanted me to sign the paper. I told her I did not want to sign the paper, and she went on to where some Osages were camped; and when she came back I saw that Ne-ka-ke-fa-na and others had signed the paper, and thought they knew what was best for the Osages, and she asked me to sign it, and I signed. Mrs. Captain said she wanted the fence to go south of Delaware Creek. Mrs. Captain said she would pay 3½ cents per acre if the council would give the lease to her. I have seen a number of the parties living inside the boundaries of which they say this pasture is to be, and have never heard them make any objections to the lease; only heard Mrs. Captain and her son-in-law objecting to it.

his
MO-SHA-KI-TA +
mark.

L. A. WISMEYER,
J. H. EDMUNDSON.

Subscribed and affirmed to before me this 14th day of January, 1884.

L. J. MILLS,
United States Indian Agent.

I hereby certify that I have fully explained the foregoing to the person signing the same, and am satisfied that he understands the same.

PETER BIGHEART,
Interpreter.

PONCA, PAWNEE, AND OTOE AGENCY, INDIAN TERRITORY.

OTOES AND MISSOURIAS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 2, 1884.

SIR: I inclose herewith copies of letters received in this office from C. M. Warren, November 30, W. D. Barnes, December 1, and C. M. Warren, December 8, 1883, relative to certain leases of lands on the Otoe reserve for grazing purposes, and conflicting interests arising thereunder.

You are directed to make a thorough investigation into the several matters complained of and report thereon to this office as early as practicable.

Very respectfully,

H. PRICE,
Commissioner.

JOHN W. SCOTT, Esq.,
United States Indian Agent,
Ponca, Pawnee, and Otoe Agency,
Indian Territory.

UNITED STATES INDIAN SERVICE,
Ponca, Pawnee, and Otoe Agency, March 6, 1884.

SIR: Referring to office letter, L. 22227–83, dated 2d ultimo, inclosing copies of communications addressed to the Department by C. M. Warren and W. D. Barnes in relation to grazing leases on the Otoe Reservation, I have the honor to submit the following statement: The whole trouble originated in a rivalry between Warren and McClellan as to which should secure a lease of the Otoe reserve for grazing purposes.

Some of the statements in Warren's long communication are correct, but most of them are mere surmises. McClellan has fenced a portion of the Otoe Reservation, including a strip along the south line half a mile wide and four or five miles long.

This was done without consulting the Indians or the agent, and for the purpose of including in his range some springs situated on the strip in question. McClellan did feast the Indians in order to secure their good will, and Warren did the same; and each had a faction in the tribe friendly to his interests. I believe it is true that my predecessor and his son did what they could to favor McClellan; at least, they were hostile to Warren; but I have no reason to suppose they had any pecuniary interest in the matter.

The charges against the interpreter are gratuitous, and some of them I know to be unfounded. Derwin, I am informed, was removed on the recommendation of Inspector Benedict, and the present interpreter, Kirwan Murray, was sent by him from the Iowa Reservation, having been previously unknown to Mr. Woodin. This matter was still in agitation at the time I assumed charge of the agency.

The proposition of both Warren and McClellan was for a general lease of the reservation, without fencing or restriction of any kind. This, it appeared to me, would put a stop to all farming on the part of the Indians by exposing their crops to inevitable destruction. I therefore stated to the Indians, and to the parties wanting this lease, that any arrangement of the kind should confine the lessee to a specified portion of the reservation, and require an effective fence around the same. All parties finally agreed to this, but it was found impossible for the Indians to agree among themselves as to which party should have the lease, and the matter seems to have quietly dropped.

W. D. Barnes is a young quarter-blood Otoe, who has a few cattle on the reservation, just as many of the Indians have. He has a perfect right to keep them, and I am only sorry more do not exhibit the same thrift and enterprise.

Very respectfully,

JOHN W. SCOTT,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

PAWNEES.

PAWNEE AGENCY, INDIAN TERRITORY,
March 15, 1884.

DEAR SIR: We, the undersigned chiefs, headmen, and members of the Pawnee tribe, do hereby protest against the leasing, viz, any part of our reservation, for grazing purposes to cattle companies.

Two general councils were held at this agency not long ago by Mr. Bennett (who owns the cattle) with the Indians before Reese Pickering (clerk in charge) about leasing part of our reservation for grazing purposes.

At the first council a proposition was laid before the Indians by Mr. Bennett at 2 cents an acre for the term of ten years. Some of the Indians (the interested parties) wanted to lease at that price without taking anything into consideration. Some opposed it on the grounds which will be given below.

A proposition was then made at 2½ cents; then at 3 cents per acre for the term of five years, but still the majority opposed it. Then the interested parties tried to stop some of the leading members from speaking against the lease. When they failed (the so-called civilized Indians) they then told the Indians to ask Mr. Bennett for 10 beeves, which they well knew would turn the Indians in their favor. Mr. Bennett promised to give them the 10 beeves they asked for when the lease was made all right. That turned good many for lease; but it was finally decided to hold another council before our agent, Dr. J. W. Scott.

The second council was held soon afterwards in the office, before Reese Pickering (clerk in charge). Agent Dr. J. W. Scott somehow could not attend. At the second council it was decided by a majority of the chiefs and people that they did not want to lease any part of our reservation.

The interested parties then behaved shamefully, cowardly, unmanly, unworthy to be called gentlemen. Some of them threaten the lives of persons who differ and opposed their scheme. One man (a lieutenant whom we thought was there to see that the council went on all right) tried to create a disturbance in the council. He made a fiery personal speech and tried to assault a member of the council who opposed the scheme.

Had it not been for some of the more manly and cooler headed police (who put him down) would have made a success of it. One man went so far as to challenge anybody (who opposed him) to go out and fight him. Our interpreter then tried to resign his pos tion as an interpreter just because he was defeated in his scheme with the monopolists. Another man (called civilized) tried to injure a member of the tribe who opposed the lease while in the store. These old parties having the power care not for the rights of the people, but are ambitious for more power. We know the educated, enlightened, rising generation is springing up in our midst, and these parties know of it. They are very much worried. They fear that their power will soon have to be taken from them. This is their object for bulldozing and brute force, which is the old way of doing things. When they cannot accomplish that, then feasting, apologizing, bribing is their object.

We have it on good authority that some of the strongest men for lease were bribed by these cattle men—money to be paid to them if the scheme went through all right. The scheme was a failure. The bribed parties are now making feasts and bribing among the Indians in the interest of the same cattle company, Hewins and Bennett, the object being to raise the question of leasing our lands for grazing purposes to the same company again. Therefore we call your attention to these facts.

1. We oppose it because it would be a disadvantage to the progress of civilization of our people, and against the wishes and welfare of the people of the United States. We feel that they (Pawnees) will depend upon the few beeves or the little rental money they (Pawnees) should receive from the company.

With this object in view they would not be advanced any, but rather put them at a standstill for many years. And suppose they did lease, and fence part of our reserve now in question, what benefit would the Indians get from it?

2. We oppose it because the part where the company want to lease is the best part for farming purposes, and the majority of our people have claims there, living on them; but they need protection from the encroachment of cowboys and cattle. With the experience we have had with cattle on this reservation in the past two years is enough proof to convince anyone with common sense that it would not do to lease our land to cattle companies.

3. We oppose it because it is a scheme of the money corporation, whose sole object is to further their own interest, and not for the welfare of the Indians and the Government of the United States.

4. We oppose it because we have not enough ——— lands more than we can use. The whole Pawnee tribe oppose the lease, and, in the situation they are in, compare the small rental money or beeves to that of damages by cattle to crops and hay; and

the trouble that would bring on with cattle men, besides the trouble of the Government in trying to promote civilization and peace.

Therefore we say the Indians and the Government of the United States would derive nothing for leasing to cattle companies. It would far more be worse than now. The Indians would be discouraged, except a few who would get the full benefit from it.

So we, the undersigned chiefs, head-men, and braves, and others do implore upon the Department not to notice or approve of any letter from Pawnee Agency, Indian Territory, about lease.

We remain your obedient servants,

COMMANCHE (his + mark) CHIEF,
Principal Chief Skeedee band.
TEK-TAY-SAH-CODDIE (his + mark),
Chief Kit-ka-hock.
GOOD (his + mark) CHIEF,
Chief Kit-ka-hock.
LONE (his + mark) CHIEF,
Chief Kit-ka-hock.
FRANK (his + mark) WHTIE,
Chief Chowee
LE-SAH-RE-CHA-ROX (his + mark),
Chief Petaw-haw-erat.
CHU-CA-AH (his + mark),
Captain of Police.
CHARLIE WHITE (his + mark),
Policeman.

KNIFE CHIEF (his + mark).
CHARLIE MURIE (his + mark).
JAMES MURIE, Jr. (his + mark).
WILLIAM BAYHYLLE.
MARK L. RUTTER.
MCPHERSON JANNEY.
ROO-RAH-REE-RAY-SAH (his + mark).
GEORGE SUSIE (his + mark).
CLARK (his + mark) RICKETS.
ALBERT LONG.
BOB WHITE (his + mark).
DICK (his + mark) LUSHBAUGH.
PIPE (his + mark) CHIEF,
Chief Chowee band.

We, the undersigned, witnessed the signatures above, and the story they have told you is all true.

Very respectfully,

HARRY COODS.
JAS. R. MARIE.

Hon. COMMISSIONER OF INDIAN AFFAIRS.

ANDALUSIA, ROCK ISLAND COUNTY, ILLINOIS,
March 23, 1884.

SIR: Again I feel compelled by a sense of duty to intrude on your time and attention, not for personal ends, but to prevent a grievous wrong, preparing by nefarious means to be inflicted on poor, deserving, ignorant people, who have always been in friendship with the United States; I mean the Pawnee Indians.

Cattle companies are now trying to get control of the Pawnee Reservation, and are working, as I think, by bribery, through Baptiste Bayhylle, a half-breed Mexican and Pawnee, and Nelson Rice (who calls himself a full-blood, but I think is not).

These men are the most unprincipled men in the tribe. They have been the fruitful source of most of the difficulties that agents have encountered, and have done more to convert inspectors and those who listen to them into official and moral cesspools than all others in the tribe. Their aim and constant effort is to prey off the Government and people.

Baptiste Bayhylle is one of those persons expressly excepted by name in the only treaty now existing with the Pawnees, and to whom 160 acres in scrip was set apart and accepted by him in lieu of all claims as an Indian on the United States. Yet this man sold his scrip, stole back to the tribe, and has been receiving full rations and annuity and official pay ever since, and as interpreter for most of the time.

Bayhylle, or Bat, as he is familiarly called, has been the terror of agents, bulldozing all the Quaker agents ever sent until I became agent. He tried it on me and signally failed. Then he raised hell generally and I had a stormy time. But I got my grip on him and held him the balance of my time as agent. Since then he has been regaining his hold on the wilder part of the tribes by occasionally making a feast (slaughtering a beef) and inviting them.

Now, to lease the reservation to cattle companies would be to undo all that has been so laboriously accomplished for the civilization of this people, by inducing them to scatter out from the villages and locate and improve farms. I commenced that process at once on taking charge of the agency. I comp'etely broke up one village and badly demoralized all the remaining ones.

Now the people are scattered along Black Bear Creek, from the west line of the reserve to its mouth, also all around the northern part on the Arkansas River, also a settlement in the south end of the Frank White settlement, on Lagoon Creek, southeast from the agency, and one band is scattered in the middle and on the west side.

The only salvation for the Pawnees is to keep the cattle men out until the reservation is inclosed with a barbed wire fence on the east and west line from the Arkansas to the Cinnamon, and then every individual Pawnee farm separately inclosed by the same kind of fence. Then the Indians would be safe to take in cattle to pasture by the head at so much per month. But in no case would it do to let cattle men have control inside, unless it is the policy (which I don't believe) to give over these poor people to certain destruction. Let me entreat you to interpose your just authority to prevent the infliction of such an undeserved calamity upon them.

The amount of one year's annuity I am sure would inclose the two sides and the south end and each individual farm with a substantial three-wire fence. This would give the Pawnees a mighty lift on the road of civilization. *That can never be accomplished* by the present system of annual distribution of goods that are largely squandered and wasted.

Please excuse my boldness in thus addressing you. I have no personal interest to serve in this, but write because there does not seem to be anyone else to tell you the unvarnished facts. I send for your perusal a letter from Chu-caah, captain of Pawnee police, a man whom I am proud to know claims me as his brother. He is as honest, truthful, faithful, and brave a man as I ever had the honor to know. James Murie, mentioned in the letter is a bright young Pawnee who returned home from Hampton after I left the agency.

Very respectfully,

E. H. BOWMAN,
Late United States Indian Agent for Pawnees.

Hon. H. M. TELLER,
Secretary of the Interior.

[Inclosure.]

PAWNEE AGENCY, IND. T., *March* 12, 1884.

DEAR BROTHER: I was glad to receive your good letter, and I am sorry I did not answer it soon. I thank you for your picture; it is before me day and night. For I like to see you, for I used to get good advice from you.

Last spring I planted some corn, and now I see that labor brings money. I had plenty money this winter because I had plenty corn.

Last fall Capt. R. Pickering help me and I sowed some wheat. Bro., I want you to know one thing, that is, there's many cattle on the reservation belonging to cattle companies. They are a great trouble to us. Some cattle companies wanted to lease part of our reservation. We did not lease it to them. Bro. Baptist, Rice are now working among the Pawnees. They were bribe by white men.

They are working among Indians, holding feast, bulldozing, and trying brute force to get others to get on their side. Mr. Rice tried to take James Murie's life just because he spoke for his people. We are having quite an excitement here lately. Brother Ralph is on that side and is in favor of leasing, and I do not agree with him. He does not speak or even notice me. He would not read the letter to me, so I got James to read it for me.

You know I promised to write to you if there was any trouble at this place. Write to our agent and tell him what you think. Bro., help me. I know you will. I do not want to lease just; may after while. I have found a good friend who is now writing for me.

If you would like, or if you think would be best to say something to Commissioner at Washington about our trouble, please do so.

You know Indians do not like me. I heard Baptiste was trying to discharge me just because I was not in favor of leases. I know agt. has more to do with it than Bat., so I don't trouble myself about it.

Remain your bro.,

CHA-CAAH.

Dr. E. H. BOWMAN.

UNITED STATES INDIAN SERVICE,
Ponca, Pawnee, and Otoe Agency, March 31, 1884.

SIR: I have the honor to submit the following report of affairs at Pawnee Agency for the month of March, 1884.

* * * * * * *

On the 19th instant the chiefs and leading men of the tribe again met to consider the advisability of leasing for a term of years (five) the unoccupied portion of their lands for grazing purposes, said lands to be inclosed with a good substantial fence.

The general feeling was favorable to such lease, the contract for which was signed by a majority of the chiefs and leading men of the tribe. Some opposition to the

lease exists in the Frank White band, who have located within the proposed line of fence, and who do not relish the idea of submitting to the will of the majority of the tribe.

I think that with time to deliberate there will be but slight dissatisfaction in this party. While being anxious that peace and harmony should exist among this people, desiring that they should legislate this question among themselves without influence from outside sources, I am confident that in leasing their lands they have acted in accordance with good judgment and for the best interest of a majority of their people.

* * * * * * *

Very respectfully,

JOHN W. SCOTT,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

SAC AND FOX AGENCY, INDIAN TERRITORY.

CITIZEN POTTAWATOMIES.

SHAWNEETOWN, INDIAN TERRITORY,
January 7, 1884.

SIR: There is a talk going the rounds of the people of this country about leasing the Pottawatomie reserve to cattlemen. Now, the act of Congress says that the Pottawatomies cannot lease, rent, nor sell, of which every one plainly sees and knows, but those parties that are wanting the lease went work and appointed a committee of five men to rule the tribe against the wishes, and effected a lease without the consent of the Indians.

The committee thus appointed received money direct from cattlemen to go on with the business, and also appointed their own delegates to go to Washington to consult the Secretary of the Interior about approving the lease for them; also about getting moneys due the Pottawatomies from the Government, but the delegates that are there at Washington are not legally elected; only one man was elected, and that was Stephen Negumkwet; he was elected by the Indians, not by cattlemen.

But for all that the Indians done, the cattlemen's party hurried off in order to see that the lease be approved by the Secretary of the Interior, also by the President, without saying a word to the Pottawatomies. Now, the parties leasing the Pottawatomies reserve in the Indian Territory are not residents of the Territory; they reside in the town of Wichita, county of Sedwick, State of Kansas.

This is not all; the majority vote does not carry nor elect a person to any office in this Indian Territory outside of the five nations; it has to be a solid vote or none at all The Pottawatomies do not want any lease; it will be a ruin to the country as it is at the present; the country is made a rendezvous of by outlaws and whisky peddlers from the States, and bringing or leasing the country to cattlemen would make it altogether a white men's country, and where would the Indians go to? This is what those cattlemen and their committee and delegates want.

Even the agent of the Sac and Fox Agency is concerned in the affair; he does not know anything about the Pottawatomies and their country, although he is there to see to Indian affairs; but still he, the agent, grants permits to white people to reside in the Indian country against the wishes of the Indians.

I hear some of the whites boasting as to how they received permits merely by paying a few dollars to said agent. The Pottawatomies do not want any lease, nor do not want any whites to reside within their reserve.

The Pottawatomies are at peace with the neighboring tribes, and by leasing their country would cause trouble.

The Shawnees, on the same reserve, are dissatisfied as to the leasing of said reserve; it would cause them to lose most of their stock, for reason an Indian cannot stand competition with a white man.

The white traders are causing enough trouble among the Indians, without having cattlemen amongst them.

Yours, truly,

DAVID LAUGHTON.

H. PRICE.

Hoping you will take this matter into consideration, and see that the Indian is treated rightly.

WASHINGTON, D. C., *April* 23, 1884.

SIR: I have the honor to file herewith a copy of a lease (or permission to graze), of date the 28th day of November, 1883, entered into by and between the Citizens' band of Pottawatomies of the Indian Territory, of the first part, and Catherine Greiffenstein, of Indian blood, and a resident of Pottawatomie reserve, Indian Territory, of the second part, wherein and whereby there is a permission given to said Catherine Greiffenstein, of Indian blood, as aforementioned, the right to graze and to herd cattle over and upon a tract of land consisting of about 400,000 acres of land, the same being the surplus lands of the Pottawatomie reserve, in the said Indian Territory, at the annual rental of 2½ cents per acre.

This lease (or permission to graze), as you will observe, is signed by Anthony F. Navarre, John Whitehead, Davis Hardin, and Peter Pammare-ke-duck (Peter the Great), and Peter Moose, for and on behalf of the Citizens' band of Pottawatomies, and Catherine Greiffenstein for herself.

It would be, perhaps, proper for me to state somewhat the history of this transaction, that you may have a clear idea of the preliminary proceedings prior to the execution of this lease.

It seems that one George L. Young, a resident of Kansas, had entered into a bargain or agreement with certain persons, citizens of the State of Kansas, by which he agreed, for and in consideration of a certain sum, that he would procure a lease from the Citizens' band of Pottawatomies for such persons as he had bargained and agreed with.

This information coming to the knowledge of the Pottawatomies, a meeting was held of the council, near Sacred Heart Mission, in the Indian Territory, and upon the Pottawatomie reserve, the object of the meeting being to get an expression of sentiment in regard to leasing the surplus land of their reserve for the grazing of cattle.

At such meeting, which was held on the 29th day of October, 1883, such meeting being a general council of the Citizens' band of Pottawatomies, notice having been previously given to all the bands, together with those residing on the reserve, the question arose whether the council were in favor of leasing to Reford R. Bertrand, which said lease had been procured from two Indians, members of the Citizens' band of Pottawatomies, and without any authority from the council, and which had been procured by the said George L. Young.

A motion having been put in the council whether the said council were in favor of the alleged lease, the vote resulted unanimously against the lease, and a direction was given, and a committee appointed for that purpose, by which Anthony F. Navarre, Peter Moose, Davis Hardin, Peter the Great, andJohn Whitehead were constituted a committee to negotiate a lease for and on behalf of the Citizens' band of Pottawatomies, and to execute the same.

Such committee was instructed to publish a notice requesting the parties interested in the grazing of cattle to bid openly for the permission to graze their cattle upon the surplus lands of the Citizens' band of Pottawatomies. This notice, it appears, was published for three consecutive weeks between the date of the council and the date of the permission to graze (a copy of which is herewith transmitted).

The bid of Catherine Greiffenstein, of Indian blood, having been the highest bid, she having bid at the rate of 2½ cents per acre for the permission to graze cattle upon the surplus lands of the Pottawatomie tribe, was accepted, and as herein shown by the copy of lease (or permission to graze), which is transmitted herewith, a lease (or permission to graze) was entered into by and between the Citizens' band of Pottawatomies, acting through their duly elected committee, and said Catherine Greiffenstein.

By an act of May 23, 1872 (17 Stat., p. 159), an act entitled "An act to provide homes for the Pottawatomies and absentee Shawnee Indians of the Indian Territory," it is, among other things, provided that the Secretary of the Interior be, and he is hereby, authorized to issue certificates by which allotments of land lying within a thirty-mile-square tract, heretofore selected by the Pottawatomie Indians, and lying next to the Seminole reservation in the Indian Territory, shall be made a part of the reserve of the Pottawatomie band, known as the Pottawatomie Citizens' band.

It was further provided that certificates of such allotments should be made in severalty, specifying the names of the individuals, and that said tracts should be set apart for the exclusive and perpetual use and benefit of such assignees and their heirs.

And it further provided that until otherwise provided by law such tracts should be exempt from levy, taxation, or sale, and should be alienable in fee or lease, or otherwise disposed of, only to the United States, or, to persons of Indian blood lawfully residing within said Territory.

It seems that the act of May 23, 1872, has not been fully complied with on behalf of the United States; that certificates of allotment have not issued, as therein directed, except in a few instances; and although the Pottawatomie Indians have paid in full for their lands, and hold under said act the exclusive and perpetual use

of the land, there is a large surplus of land still remaining which is not covered by the certificates of allotment which should have been issued under the act of May 23, 1872. This land then being outside of the lands allotted, is land held in common for the perpetual use and benefit of the Citizens' band of Pottawatomies, and that in equity, in justice, and in law they are entitled to as full and free possession and use of such land as any citizen of the United States; and among other uses is the right of agricultural pursuits and grazing cattle upon the lands, the latter right which they have exercised by a lawfully and legally executed permission given to a member of their tribe, and in direct conformity with the act of May 23, 1872, which provides in terms that a lease or a sale of lands in fee can be made by the Pottawatomies in severalty, or as a tribe to the United States, or to a person of Indian ——

Allow me to state, Mr. Secretary, that in my opinion the right of the citizen band of Pottawatomies to give a permission to graze is a right that not only should be recognized by yourself, but should be approved under the act of May 23, 1872, and, while I agree with you in your letter of January 12, 1884, found upon page 1 of Senate Executive Document No. 54, that it is good policy to decline to recognize any leases entered into by individuals, I desire to state that an examination of the several laws relating to the Indian tribes has not so far shown to me the affirmative right on the part of an Indian tribe or individual to make a lease, as is set forth in the act of May 23, 1872.

The annual rental is more than has been paid or offered by others seeking the same permission on other Indian lands, and it would seem to me to be an injustice to the Indians to refuse to allow them to give such permission to graze, and thus take from them a revenue and leave them in their now dependent condition, a burden on the charity of the Government, whereas they should be self-sustaining.

I am, very respectfully, yours,

A. A. THOMAS,
Attorney for Catharine Greiffenstein,
Member of the Citizen's Band of Pottawatomies.

Hon. HENRY M. TELLER,
Secretary of the Interior, City.

NO. 8, GRANT PLACE,
WASHINGTON, D. C., *April* 31, 1884.

DEAR SIR: A large number of the Indians who live in the Indian Territory are of the opinion that by virtue of leases or contracts with cattlemen for grazing purposes, that members of the tribe will not have, after the execution of such leases, the right to bring in cattle or graze them upon the commons or lands so leased, even if they own such cattle.

There are pretended leases of the Pottawatomie Indians in the Indian Territory, and some of the tribe think that a lease will prevent their grazing all the cattle they may own upon said lands.

I take the position, and so stated to our people, that a majority of our tribe have no right to sign any lease or agreement that would prevent any member of the tribe from accumulating cattle or having free grazing privileges upon our public domain; that no contract can be made to bind the citizen band of Pottawatomie to keep stock off of our surplus lands; that parties signing such contract can only give the right of their own allotments to outsiders to the exclusion of the cattle of other allotments (see act of May 23, 1872).

I believe we should have the right to derive revenue from our surplus lands, but not to exclude the stock of our people from the same.

Will you please, if not improper, give me as explicit an answer as possible to the above.

If not out of place I desire to express to you now the high appreciation we have for your just rulings in the past.

I am, very respectfully, &c.,

J. E. CLARDY.

Hon. H. M. TELLER,
Secretary of the Interior.

NEWTON, KANS., *May* 1, 1884.

DEAR SIR: Hon. Wm. Griffenstein, of Wichita, Kans., who presents this letter, has some business with you, touching his wife's interests in Indian Territory. My long and favorable acquaintance with him enables me to assure you that he is a gentleman

of high standing and integrity in whose claims, representations, and good faith you may safely repose the utmost confidence.

Anything you may find yourself able to do in furtherance of his interests will be services well bestowed.

Yours, very respectfully,

J. W. ADY.

The Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

[Inclosure.]

UNITED STATES LAND OFFICE,
Wichita, Kans., May 2, 1884.

DEAR SIR: Hon. William Griffenstein, who presents this letter, is the husband of Catherine Griffenstein, a member of the Pottawatomie Indians, now residing on their reservation in the Indian Territory. Mr. Griffenstein will appear before your honor in behalf of his wife to secure the indorsement of the Department of the Interior to a lease made to his wife by the Pottawatomies of their lands in the Indian Territory. I desire to say, in behalf of Mr. Griffenstein, that my long acquaintance with him enables me to say that no man in the community in which he lives stands higher as an honorable, honest, and just man, and any favor extended by your honor will be greatly appreciated by the people of the Arkansas Valley, as his cause is looked upon as a just one.

I have the honor to be, very respectfully,

R. L. WALKER.

The Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 7, 1884.

SIR: I am in receipt, by Department reference, of a letter from A. A. Thomas, esq., of this city, attorney at law, dated 23d ultimo, submitting for approval of the Department a copy of a lease (with accompanying papers) purporting to have been made November 23, 1883, by the Citizen Band of Pottawatomie Indians, acting by a committee thereof, to Catharine Grieffenstein, "of Indian blood, and a resident of the Pottawatomie reservation * * * her heirs, successors, assigns, and legal representatives," of "about four hundred thousand acres of land; the same being the surplus lands of the Pottawatomie reserve in the Indian Territory," for stock grazing purposes, with the right to fence and put up necessary corrals and houses on said lands, and to cut timber therefor, for a term of ten (10) years from the date of approval of the lease by the Secretary of the Interior and the President, at a yearly rental of 2½ cents per acre, or $10,000, for the entire tract, payable to said Citizen Band of Pottawatomies, through the United States Indian agent, semi-annually in advance, and subject to certain covenants, stipulations, and agreements therein contained, amongst which is the following: "Nothing herein contained shall be construed to in any manner impair the rights and privileges of the Absentee Shawnees, or in any manner to conflict with an act of Congress entitled 'An act to provide homes for the Pottawatomie and Absentee Shawnee Indians in the Indian Territory'; said act having been approved May 23, 1872."

Under ordinary circumstances the question of the approval by the Department of a lease of this character would readily be decided by the ruling of the Department, as expressed in the Fenlon case, April 25, 1883, and in Department letter to Senator Logan on the general subject of leasing Indian lands, March 6, 1884, but inasmuch as it is contended on behalf of the parties in interest that this lease has been made in exercise of a right reseserved to the Pottawatomies whether in severalty or as a tribe, under the provisions of the act of May 23, 1872, and is in direct conformity with the terms of said act, it appears necessary to give the subject a more extended consideration, and to ascertain from the legislation itself and the causes which led to it, how far the claim to such right is well founded. Upon examination of the records and files of this office, it appears that in answer to certain communications addressed by this office to the Department on August 11, 1871, and March 6 and 12, 1872, respectively, as to the rights of the Pottawatomies with reference to their changed condition as citizens of the United States, in the reservation selected for them as a tribe in the Indian country, under the provisions of article 1, of the treaty of February 27, 1867 (15 Stat., 531) the Secretary of the Interior, in a letter to this office of March 16, 1872, rendered his opinion as follows:

"* * * I am clearly of opinion after reviewing the treaties of 1861, 1866, and 1867, that it was the intention of Congress to permit all of said tribe (the Pottawatomies) to become citizens upon the conditions therein prescribed.

"I am equally clear in the opinion that it was not anticipated that all of said Indians would avail themselves of the privileges of citizenship, and hence the provisions of the first article of the treaty of 1867, which required the territory to be selected for said tribe in the Indian country, to be conveyed by patent *to the nation*.

"It is very manifest that by the amendment to the second article of said treaty the Prairie Band of said tribe was excepted from any right to any part of the land in the Indian country, which was provided for the Pottawatomie *Nation*. By a report from your office dated the 12th instant, I am informed that all the Pottawatomies except the Prairie Band have been naturalized and are now citizens of the United States.

"This nation, therefore, is extinct, and not being in existence, the land in the Indian country cannot be conveyed to the Pottawatomies pursuant to or in compliance with the provisions of the treaty before referred to. I have communicated these views to Congress, with a recommendation for legislative action. * * * "

In his communication to Congress on the subject, after reviewing the several treaties with the Pottawatomies, and adverting to the fact that they had all, with the exception of the Prairie Band, become citizens of the United States, the Hon. Secretary proceeds:

"The expectations of the contracting parties at the date of the treaty have not been realized. The Pottawatomies are now all citizens, the nation is extinct, and no patent can be issued to the nation as such, according to the text and unequivocal meaning of the treaty of 1867.

"A tract of land 30 miles square in the Indian country has been surveyed, and many of the Pottawatomies, now citizens, have removed to it and are now residing thereon. It has not been paid for, because it has never been conveyed by patent, as contemplated by the treaty, and I am of opinion that, under existing circumstances, the Secretary of the Interior has no power to cause the tract to be conveyed to the Pottawatomies. It certainly cannot be conveyed *to the nation*, because there is no nation. It cannot be conveyed to individual members of what was once the nation, or to a trustee for the benefit of the nation for want of authority.

"In consequence of these difficulties it seems to me that there is necessity for further legislation, in order that justice may be done to the Pottawatomies who have removed to this land.

"I have the honor therefore to recommend such legislation as will secure to the Pottawatomies a portion of the tract of land before referred to, equal to eighty acres for each individual; and as these Indians have become citizens and hence possess the right of alienation, I suggest that this legislation be so regarded as to secure this land to the Pottawatomies so long as they remain together as an organized body, and no longer, and that it be not accompanied with any provision which will permit them or any of them to alienate their title, and that they may be permitted to hold their lands in severalty or in common as they may elect." (See Department letter to Hon. J. G Blaine, Speaker of the House of Representatives, March 15, 1872.) With this light before it, Congress passed the act of May 23, 1872 (17 Stat., 159).

This act, which is entitled "An act to provide homes for the Pottawatomie and Absentee Shawnee Indians in the Indian Territory," provides for the issuance by the Secretary of the Interior of certificates by which allotments of land lying within the thirty-miles square tract theretofore selected for the Pottawatomie Indians, and lying next west of the Seminole Reservation in the Indian Territory, shall be made to each member of the Pottawatomie band, known as the Pottawatomie Citizen band, as follows, viz:

To each head of a family, and to each other member 21 years of age, not more than one quarter section, and to each minor of the tribe not more than 80 acres, such allotments being made to include, as far as may be practicable for each family, the improvements which they may have made. Certificates of allotments are to be made in severalty, specifying the names of individuals to whom they have been assigned, and that said tracts are set apart for the exclusive and perpetual use and benefit of such assignees and their heirs.

The act then provides: "Until otherwise provided by law *such tracts* shall be exempt from levy, taxation, or sale, and shall be alienable in fee, or leased or otherwise disposed of only to the United States or to persons of Indian blood, lawfully residing within said Territory with permission of the President and under such regulations as the Secretary of the Interior shall prescribe.

"*Provided*, That such allotments shall be made to such of the above-described persons as have resided, or shall hereafter reside, three years continuously on such reservation, and that the cost of such lands to the United States shall be paid from any fund now held, or which may be hereafter held, by the United States for the benefit of such Indians, and charged as a part of their distributive share, or shall be paid for by said Indians before such certificates are issued: *Provided*, said Pottawatomie In-

dians shall neither acquire nor exercise, under the laws of the United States, any rights or privileges in said Indian Territory other than those enjoyed by the members of the Indian tribes lawfully residing therein; and for the protection of the rights of persons and property among themselves, they may enforce the laws and usages heretofore enforced among them as an Indian tribe not inconsistent with the Constitution and laws of the United States, and shall be entitled to equitable representation in the general Territorial council, and subject to the general laws which it may legally enact."

The second section of the act provides that when any Indian of pure or mixed blood of the Absentee Shawnees being the head of a family, or over twenty-one years of age, can show to the satisfaction of the Secretary of the Interior that he or she has resided continuously for the term of three years within said 30 miles square tract, and has made substantial improvements thereon, it shall be the duty of the Secretary of the Interior to issue to such Indian a certificate of allotment for 80 acres of land, to include as far as may be practicable his or her improvements, together with an addition of 20 acres for each child under twenty-one years of age belonging to the family of said Indian, such certificate to include the same provisions as are included in the certificates of allotments of lands provided for in the first section of this act. It appears that the provisions of the act have been partially carried into effect by allotments in severalty to some 327 of the Absentee Shawnee Indians by Special Agent J. J. Knox, November 12, 1875, a list of which was approved by the Commissioner of Indian Affairs November 22, 1875; and by the Secretary of the Interior November 23, 1875, but for some reason not apparent no action looking to the issue of certificates was had by this office until last winter, when it was found upon examination of the papers that it was impossible to determine in many instances the head of the family to whom the children belonged, and that it would be necessary to have the list corrected and evised before anything further could be done.

In like manner allotments were made to some Pottawatomie Indians by Special Agent Knox, November 9, 1875, a schedule of which was also approved in this office and the Department on the same dates as those mentioned in the case of the absentee Shawnees. A list was also submitted by the special agent of some 43 Pottawatomies claiming lands under the provisions of the act, but who had not resided on the land the necessary time. This list was also approved on the same dates with the condition that certificates should not be issued until the parties had resided upon their respective tracts for a period of three years as provided in the act.

No certificates have ever been issued to the citizen Pottawatomies upon either of the above-mentioned lists, for the reason, as it appears, that they had no funds with which to pay for their lands as required by the act, although at the date of its passage they had annuities which it was supposed could be used for that purpose. The absentee Shawnees had no such annuities, and were therefore not required to pay for the lands allotted to them.

On the 20th January, 1883, the several lists of allotments so made to the absentee Shawnees and citizen Pottawatomies were referred to Special Agent Townsend, then proceeding on a mission to the Indian Territory in connection with other tribes with instructions to visit the Sac and Fox Agency for the purpose of correcting the allotment lists and making additional allotments to such persons as had since become entitled.

On April 30, 1883, Special Agent Townsend reported to this office that the absentee Shawnees now refused to accept the allotments already made or to take their lands in severalty, owing to some superstitious feeling that it would be unwise and wrong for them to do so. In regard to the Pottawatomies, he reported that owing to the disappearance of the original corner stones or monuments, it would be necessary to retrace and re-establish the lines before any new allotments could be made, and recommended that a competent surveyor be employed and ordered to report to Agent Carter at the Sac and Fox Agency to carry out the work.

July 18, 1883, Agent Carter was directed to submit an estimate of the probable cost which would be involved in rerunning the lines and re-marking corners, in reply to which he reported (September 3) that it would cost from $6,000 to $8,000. There being no funds at the disposal of the Department applicable to the purpose, the matter has of necessity since remained in abeyance. This is the position of the allotment question in respect of these lands at the present time. The citizen band of Pottawatomies now claim the right under the act of 1872 to exercise *exclusive* control over and lease the surplus lands of the thirty-mile square tract, and in order, it is presumed, to a literal compliance with the terms of the act as they interpret it, have executed a lease thereof to a person of Indian blood residing within the Territory.

I think it is clear from the wording of the act that Congress realized the fact that the provisions of the treaty with the Pottawatomies of February 27, 1867 (15 Stat., 531), which contemplated the setting apart of the thirty-mile-square tract as a reservation "for the exclusive use and occupancy of that tribe," and the subsequent patenting thereof to the Pottawatomie Nation, had been rendered inoperative by reason of the Pottawatomies having become citizens; but that, recognizing the de-

pendent condition of quite a number of them, who had tried citizenship, and having found it a failure, were desirous of returning to their former mode of life. Congress by act of 1872 permitted them, *in common with the absentee Shawnees*, to take homes in severalty upon the tract which had been originally designed for their separate use and occupation as a tribe, to the extent and upon the terms and in manner mentioned in the act, coupled, however, with a condition that such individual Pottawatomie allottees should have no rights or privileges in the Indian Territory other than those enjoyed by the members of the Indian tribes lawfully residing therein, with authority for the protection of the rights of persons and property among themselves, to enforce the laws and usages theretofore enforced among them as an Indian tribe, not inconsistent with the Constitution and laws of the United States. Notwithstanding this provision, which in a measure would seem to restore the citizen Pottawatomies to their normal condition as a tribe, in respect of the right of self-government, it will be observed that the act throughout, so far as the question of lands is concerned, proceeds altogether on the severalty principle. The very title of the act—"An act to provide homes," &c.—proclaims this. Individual allotments are to be made to both Pottawatomies and absentee Shawnees having fulfilled certain conditions as to residence, &c. Certificates are to issue to each individual allottee as evidence of sole and exclusive title in him and his heirs. The allotted tracts are to be exempt from levy, taxation, or sale, and inalienable in fee or otherwise, except to the United States or persons of Indian blood, lawfully residing within the Indian Territory, with permission of the President, and under such regulations as the Secretary of the Interior shall prescribe; and in the case of the Pottawatomies the cost of such allotted tracts to the United States is to be paid by the individual allottees before the issue of the certificates. (See Department decision affirming this view in the Clardy case, December 23, 1883.) Occupancy in common by either tribe, according to the accepted theory of the ordinary Indian title, was not in contemplation of the act.

Assuming it to have been intended that the act should have a continuous operation, the surplus lands are subject to future allotments to such individual Pottawatomies and absentee Shawnees as may hereafter become entitled, upon the terms and conditions mentioned in the act, and such additional allotments being satisfied, or otherwise provided for by the appropriation of a sufficient quantity of land for the purpose. I see nothing in the act to prevent the Government, should it see fit to do so, from settling other friendly Indians upon any surplus lands which may remain after the intention of the act shall have been satisfied. I certainly perceive nothing in the act that leads me to suppose that Congress intended that this large area of land (575,775 acres) should be devoted exclusively to these two small remnants of tribes, whose numbers to-day, according to the latest statistics, do not aggregate over 1,220 souls. If every man, woman and child amongst them was to-day provided with an allotment as defined by the act, there would still be a very large surplus, over 400,000 acres, of land remaining.

I am of opinion that under the act of 1872, the rights of the citizen Pottawatomies and absentee Shawnees in the thirty-mile-square tract are clearly limited to individual rights only; that neither the Citizen band of Pottawatomies in their quasi-tribal capacity, or the absentee Shawnees as a tribe, or both collectively, have any power under the act to make a lease of the surplus lands; and further, that the lease now presented, although purporting to be made to a person of Indian blood residing in the Territory, is not such a lease as was contemplated by the act, which, when it uses the term "leased," manifestly refers to individual allotments only. I would also remark that although the lease expressly declares that the rights and privileges of the absentee Shawnees shall in no manner be impaired thereby, they are practically ignored by the Citizen band of Pottawatomies, who, as before stated, have assumed the exclusive right to make the lease and to reap all the benefits thereof for their sole and separate use as a tribe.

With these views I return the papers for your action.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, May 15, 1884.

SIR: I have considered your report of the 7th instant on the request submitted by Mr. A. A. Thomas for approval by the Department of a copy of a lease purporting to have been made November 28, 1883, by the citizen band of Pottawatomie Indians, represented by a committee thereof, to Catherine Griffenstein, her heirs, &c., for about

400,000 acres of land, stated to be "the surplus land of the Pottawatomie Reserve in the Indian Territory," for stock-grazing purposes, with the right to fence and put up necessary corrals and houses on said lands, and to cut timber therefor, for a period of 10 years from date of approval of the lease by the Secretary of the Interior and the President, at a yearly rental of 2½ cents per acre, or $10,000 per year for the entire tract, &c.

It is claimed that this lease has been made in accordance with the provisions of the law of May 23, 1872 (17 Stat., 159), and that it should be approved as required by that law.

You report that the alleged lease presented is not such a lease as is contemplated by the law referred to; that the law conferred no such right in the parties thereto as would entitle or warrant them in making such a lease of the lands described, and that it should not be approved by the Department.

As you have for reasons stated declined to approve the alleged lease, it is returned without approval by the Department.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

[Inclosure.]

To the honorable Secretary of the Interior:

We, the undersigned, delegates of the Citizens' Band of the Pottawatomie Indians now residing in the Indian Territory, were instructed by our people to see to the approval of a lease entered into between ourselves and one Catherine Griffenstein, therefore respectfully pray your honor may grant the same.

The interests of the people entitled to settlement in the said reservation, and do so, are provided for and at the same time derive some benefit for the use of our surplus lands.

The approval of said lease will justify the lessee to put up fences with safety and thereby protect our own stock in a large measure against being stolen or straying off, and will thus aid us in establishing a market for our stock and produce.

We furthermore desire to state that all our business has been done in open council, to the perfect satisfaction of our people, who have the utmost confidence in the lessee, and hope that your honor may grant the prayer of our petition.

Yours, most respectfully,

A. F. NAVARRE,
JOHN ANDERSON.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 20, 1884

SIR: I return herewith, unapproved, the copy of a lease, with accompanying papers, submitted by you for approval of the Department, on the 23d ultimo, said lease purporting to have been made November 28, 1883, by the Citizens' Band of Pottawatomie Indians, represented by a committee thereof, to one Catherine Grieffenstein, her heirs, &c., for about 400,000 acres of land, alleged to be the "surplus land of the Pottawatomie reserve in the Indian Territory," for stock grazing purposes, with the right to fence and put up necessary corrals and houses on said lands, and to cut timber therefor, for a period of ten (10) years from date of approval of the lease by the Secretary of the Interior and the President, at a yearly rental of 2½ cents per acre, or $10,000 per annum for the entire tract payable to said Citizens' Band of Pottawatomies semi-annually in advance, and subject to certain covenants, stipulations, and agreements therein contained.

I also inclose for your information copies of the Hon. Secretary's letter of the 15th instant to this office on the subject, and of office report of the 7th instant therein referred to.

Very respectfully,

H. PRICE,
Commissioner

A. A. THOMAS, Esq.,
Attorney at Law, Saint Cloud Building, City.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 3, 1884.

SIR: In reply to your letter of the 28th ultimo, transmitting two communications from certain citizen Pottawatomies of your agency, protesting against the recognition

by the office of a business committee appointed at a council of said Indians held on the 6th May last to enter into a contract with Anthony F. Navarre and John Anderson for the prosecution of certain claims which the Pottawatomies have against the Government, and calling attention to the fact that parties are endeavoring to procure the approval of a lease for cattle-grazing purposes upon the thirty-mile-square tract which is subject to allotment to the Pottawatomie and Shawnee Indians through the agency of said Navarre and Anderson, whose expenses are borne by the intending lessees, I have to say: 1st. As to the proposed lease, being a lease to Catherine Grieffenstein for about 400,000 acres of land for stock-grazing purposes for a period of ten years at a yearly rental of $10,000 per year; the honorable Secretary of the Interior on 15th of May last, upon the recommendation of said office declined to approve the same, of which action the lessee's attorney was duly notified. 2d. The protest referred to in your letter will receive due consideration when the contract with Navarre and Anderson, which has only just been filed, comes up for examination.

You will keep yourselves advised of any further attempt by the Pottawatomies or Shawnees to lease the lands in question, and report to this office at once.

Very respectfully,

H. PRICE,
Commissioner.

A. TAYLOR, Esq.,
United States Indian Agent,
Sac and Fox Agency, Indian Territory.

SAC AND FOX.

UNITED STATES INDIAN SERVICE, SAC AND FOX AGENCY,
Tama County, Iowa, October 16, 1884.

SIR: Our chiefs and head men have just received intelligence from the Territory that the other branch of the tribe are about leasing the lands belonging to the Sac and Fox tribes to some company for the term of ten years, for the sum of $4,000 a year, to graze cattle on.

The tribe here ask the honorable Commissioner to see that their interests are protected and that they shall receive a proper share of the income received from said lease or leases as shall be just and proper, and that the agent in the Territory be instructed to withhold the share properly belonging to this branch of the tribe.

Very respectfully,

GEORGE L. DAVENPORT,
United States Indian Agent.

Hon. H. PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 22, 1884.

SIR: That portion of the Sac and Fox tribe resident, and who by express provision of the treaty of February 18, 1867 (15 Stats., 495), receive their share of annuities, &c., in Tama County, Iowa, and which claims to be interested in the reservation lands in the Indian Territory, has reported to this office, through its agent, that information has been received that the other branch of the tribe attached to your agency is about leasing said lands, or a portion thereof, to some company for grazing purposes, for a term of ten (10) years, at an annual rental of $4,000.

You will ascertain whether there is any foundation for this report, and advise this office thereon.

Very respectfully,

H. PRICE,
Commissioner.

ISAAC A. TAYLOR, Esq.,
United States Indian Agent, Sac and Fox Agency, Indian Territory.

UNITED STATES INDIAN SERVICE,
Sac and Fox Agency, Ind. T., November 10, 1884.

SIR: In reply to Department letter "L" 20168, '84, of date October 22, 1884, I have the honor to inform you that the Sac and Fox tribe of Indians of the Mississippi, in

the Indian Territory, did, on or about the 10th day of October, 1884, grant a grazing permit to Messrs. Warren, Lambert and Moore, citizens of Kansas, for a period of ten years, for the consideration of $4,000 per annum, to a part of their reservation. A copy of the contract will be presented, I understand, soon to your office.

Very respectfully,

I. A. TAYLOR,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
December 3, 1884.

SIR: I have received your letter of the 10th ultimo, stating that under date of October 10 last, the Sac and Fox Indians of the Mississippi, attached to your agency, granted a grazing permit to Messrs. Warren, Lambert and Moore, citizens of Kansas, for a period of ten years at an annual rental of $4,000 per annum.

The instrument referred to has not as yet been presented to this office.

Without passing an opinion as to the validity or otherwise of the transaction, I desire to call your attention to the fact that that portion of the tribe resident in Iowa claims a proportionate share in the income arising under any such agreement, and has requested this office to protect its interests by directing the agent to withhold the amount "properly belonging" to that branch of the tribe.

Before taking any action in the matter it would seem desirable to ascertain the views of the tribe thereon, for which purpose it is accordingly referred to you for report.

Very respectfully,

H. PRICE,
Commissioner.

I. A. TAYLOR, Esq.,
United States Indian Agent,
Sac and Fox Agency, Indian Territory.

SHAWNEETOWN, INDIAN TERRITORY,
March 6, 1884.

DEAR SIR: In latter part of May or first part of June last, in a letter to you stating certain facts in reference to some malicious charges made against myself by Agent Jacob V. Carter, and as I claimed for him by his clerk, prompted in so doing by C. C. Pickett, one of the firm of Whistler, Pickett & Co., Sac & Fox agency traders, in which letter I called your attention to the fact that employés of the Government under your Department were trying to negotiate a lease of the Sac & Fox Reservation of the Indians, and asked that said honorable *gentlemen* be all also investigated, of which I have heard no more, except to be called on to know if I had wrote such a letter by the principal party accused, E. B. Townsend, special agent. In which conversation said special agent swore vengeance against the party who had, in short, dared to oppose him.

Now, honorable Commissioner, I hereby and herein proceed to lay charges specific against said Special Agent E. B. Townsend, C. C. Pickett, licensed trader, and E. N. Gauze, agency clerk.

1st. That in the latter part of May, 1884, or thereabouts, Special Agent E. B. Townsend formed a partnership with the said C. C. Pickett, a licensed Indian trader, and E. N. Gauze, a son-in-law of the agent's, and agency clerk while in the employ of the Government.

2d. That said company was formed for the purpose of obtaining a lease of the Sac and Fox Indians for a large tract of land for grazing purposes.

3d. That the position of special agent of the Government was used by said company to induce the Indians to sign said lease, it having been made to appear as if it was the desire of the Department that they lease to this particular company.

4th. That E. B. Townsend offered to bribe Chief Keokuck into favoring said lease by promising to build him a fine house, &c.

5th. That the position of special agent has been used to intimidate and terrorize those opposing said lease.

6th. That said official company was counseling and advising the Indians to lease to them for from ½ to 1 cent per acre per annum less than other equally responsible parties were offering for the same lease.

7th. That said Townsend has spent a large part of the time since June last at and around said agency endeavoring to procure a lease from the Sac and Fox Indians and other tribes.

The Iowa Indians, who were led to believe the Government would not give them a reservation as now set apart by Exeecutive order unless they submit to letting this official company above mentioned put a wire fence around it, and hold cattle on it.

8th. That C. C. Pickett, one of said company, offered cash bribes to one of the chiefs of Iowa tribe, to induce him to sign a lease.

All of which, we claim is against the policy of the Department and contrary to law while in the employ of Government; we therefore submit them to you before going further, as said officials have used their position to punish those with whom they were not in harmony.

We therefore remain yours, &c.,

THOS. E. BERRY,
Licensed trader, Shawneetown, Ind. Ter.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

QUAPAW AGENCY, INDIAN TERRITORY.

PEORIAS, OTTAWAS, AND MIAMIES.

QUAPAW AGENCY, IND. T.,
January 14, 1884.

SIR: I have the honor to reply to yours of the 30th of November last, file marked "L 2168—41883," in which you state that you are in receipt of a letter from E. C. Lykins, who claims to be a member of the Paoli Indians, and protesting against the further fencing of their domain. More than likely the letter you refer to is from E. W. W. Lykins, a white man, adopted into the Peoria tribe of this agency, as about the time the letter is dated he called here and stated he was intending sending you a letter on the subject mentioned.

To get a fair and correct understanding of this fencing business on the Peoria lands, it will be necessary for me to give you in detail a history of the matter from the start—*i. e.*, something like a year and a half ago, in riding over the Peoria lands, west of Spring River, I noticed that J. P. McNaughton, a white man (who married a Peoria girl some two years since), was fencing in with wire a pasture of from 300 to 400 acres, in connection with his farm. I at once notified the chiefs of what Mr. McNaughton was doing, although they, as well as other members of the tribe, were well aware of the fact, and stated to them that if it was their wish I would stop the further construction of the fence, at the same time stating that I did not wish to interfere with the efforts of any one at making a good home. And right here I wish to state that Mr. McNaughton had up to that time and since displayed considerable energy in arranging and putting in shape his farm; but knowing that he did not have much live-stock, and being of the opinion that he was building the pastures so as to take stock for others, and I thought then as I do now, that no member of the tribe should be allowed to fence up the range to the exclusion of others; but as there was no objection raised by any one, I allowed Mr. McNaughton to complete his fence. Since that time other members of the tribe have fenced pastures of a much greater area, and have inclosed much of the best grazing land; this has been done by some of the leading men, and has never been objected to, until Mr. Lykins called here, as above stated, after all the work was completed.

Those who have fenced have done so by first obtaining the consent of parties who claim the land they wished to fence—of course, until there is an allotment, no such claims can be legally laid on unimproved lands; but the consent of such claimants has been first obtained and then the fence built. The chiefs tell me that if their lands were allotted, they would have about 250 acres per capita. On this basis, if a member of the tribe wished to fence 2,500 acres, he would secure enough claims besides his own family's to make ten.

This is not just, as those who have so taken claims have taken the best; but it has all been done with the full knowledge of all the tribe, and Mr. Lykins was the first one to object, because, as he says, "some parties were about to fence up what he has staked off as his own claim."

On receipt of your letter, I notified the chiefs to call a council and have the people express themselves about the matter. They did so, but only a few attended, and nothing definite was done; and, although a month has passed, I am still unable to get them to give me their views as expressed in council.

I advised that each member or other party who had already, or wished in the future, to fence lands on their reservation for grazing, be compelled to pay to the agent, for the people, a certain rate, say 10 cents per acre, for such land. By this means each member could receive their per capita share.

When they finally get the matter settled among themselves, I think this will be the plan decided upon; in the mean time I shall not allow them to fence any more until the matter is satisfactorily adjusted. As I understand it, the fencing that was contemplated by James Charley, sr., and Ed. H. Black (chiefs) of the lands east of Spring River was particularly objected to by Mr. Lykins, as it included such lands as he claims, and he was to receive no benefit from it. It is clearly just that whatever land is inclosed by a member of the tribe or other party, that they should pay a reasonable sum into the tribal treasury for the use of the same, and for the benefit of all.

The lands that have been fenced for pastures during the past season on the Peoria Reservation are as follows:

	Acres.
John Wadsworth (estimated)	2,000
Thomas Peckham and W. C. Lykins (estimated)	2,300
Moore and Labadie (estimated)	3,500
McNaughton and Beavers (estimated)	3,000
Total	10,800

In addition to the above, the lands that have been fenced on the other reservations of the agency are as follows:

On the Ottawa Reservation, by the Ottawas, for the use of H. R. Crowell, of Baxter Springs, Kansas, 5,000 acres. This case was presented to your office for approval of lease, which was refused. The Indians then held a council, and unanimously agreed to let Mr. Crowell have the land and do the work necessary to fence it, provided he would furnish the wire and pay them for the labor. This was done. The price allowed for the use of the land is 12½ cents per acre per year. Moses Pooler, an Ottawa Indian, has also fenced 1,500 acres, which is all that has been done on the Ottawa Reservation or lands.

The Miami Indians, as a tribe, made the posts and fenced 8,640 acres, for which they receive from J. W. Preston $864 per year, which amount (10 cents per acre) is distributed per capita. The only other pasture fence that there is on any of the reservations, outside of those built by Government for Modocs and at the missions, is the 600-acre lot fenced by Mr. Naylor for a corral for his 1,000 head cattle, all of which has been fully reported. None of the above-mentioned pastures have been in use yet, but will be, I suppose, during the coming grazing season.

Without any expense to the Indians, if properly managed, their surplus lands can be made to yield a very large revenue, as most of the land of this agency will rent for 10 to 12½ cents per acre.

If when the Peorias have a council they make any definite decision as to what they wish done, I shall at once report the same.

I am, very respectfully, your obedient servant,

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, QUAPAW AGENCY,
May 23, 1884.

SIR: A petition from certain Peoria Indians was presented to me on the evening of of the 21st instant, and I inclose it herewith.

In connection with this it is proper for me to say I learned from reliable sources that a few of the Peorias and some whites that have married into the tribe are fencing large tracts of the lands, and are taking stock to graze, and are receiving compensation therefor, using moneys thus received for their own benefit. This practice seems to have originated and grown up within the last year, and is detrimental, especially to the poor and feeble and to the widows.

I inclose a partiul list of those who have pastures fenced, to show the state of things. I think the whole matter could be remedied by a little energy on the part of the agent, co-operating with the tribe. The tribe needs some attention; the rules, such as they have, are not strictly enforced, and the tribal government is demoralized. I suggest that some correspondence might be had directly with these folks by addressing a letter to Thomas Miller and David Geboe, at Keelville, Kans. Until such time as an agent is secured at this place, whether any foundation exists or not for the belief among the Indians that their matters are not properly communicated by the

agent here, it nevertheless exists, and I have not encouraged it but referrred them to the acting agent. They would be pleased to have some direct communication. It is a question, however, whether it is best for the service to encourage or allow this, even in exceptional cases.

I remain your obedient servant,

W. H. ROBB,
Special Agent.

Hon. H. PRICE,
Commissioner, &c., Washington, D. C.

[Inclosure No. 1.]

List of parties having pastures.

Names.	Character.	No. of acres.
John Wadsworth and George Finley	Indians	2,000
William Labadie	Indian	1,500
James Moore	White, married Indian girl	3,000
Pekham & Likins	Indians	2,400
J. P. McNaugton	White man, married Indian	4,000

[Inclosure No. 2.]

PEORIA AND MIAMI RESERVE, INDIAN TERRITORY,
May 21, 1884.

To the honorable United States Indian Inspectors and Special Agents, Baxter Springs, Kans.:

DEAR SIRS: We, the undersigned members of the "Peoria," &c., Indian tribe of Indians, would respectfully represent that a large tract of our land is fenced up with post and wire fences by few individuals, and the proceeds or rent of it goes to only few of our people, and larger number are deprived of having any benefit from it whatever, and we are forced to protest it.

If our lands are to be fenced for grazing purposes to speculators, then we request your honorable body to present these facts to the honorable Commissioner of Indian Affairs and the Secretary of Interior, that our said lands be leased at a fair price per acre, and the proceeds of it be paid per capita to each and all the members of our tribe in the same way and manner as the Miami tribe gets the proceeds of their pasture or grazing lands.

We remain, yours, most respectfully,

Mrs. JANE WASCOOLIE,
Mrs. SARAH WELSH,
her
Mrs. × MCLEAN,
mark.
her
Miss ELLA × MCLEAN,
mark.
her
Mrs. MARY × SICTO,
mark.

Mrs. MARGARET MOBLY,
ALMINA MILLER,
NANCY GEBOE,
her
BALLY × WHEELER.
mark.

Witness:
JOHN MILLER.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIANS AFFAIRS,
Washington, D. C., August 25, 1884.

SIR: I am in receipt of your letter of May 23d last, inclosing a petition signed by certain members of the Peoria, &c., tribe of Indians, representing that a large tract of their reservation lands is fenced in with post and wire fences by a few individual members of the tribe, who reap the proceeds thereof to their own use, to the exclusion of others of the tribe having a common interest in the lands, and asking the interposition of this Department to secure a fair and equitable division amongst the members of the confederated tribes of all revenue derived from pasturage on the unoccupied lands.

The facts alleged in the petition are confirmed in your letter of transmittal, in

which you state that the practice seems to have originated and grown up within the last year, and is detrimental, especially to the poor and feeble, and widows of the tribe. A partial list submitted by you shows that five Indians have 5,900 acres, and two white men, with Indian wives, have 7,000 acres under fence, or a total of 12,900 acres—about one-fourth of the entire reservation—inclosed and controlled by seven individuals.

The tract of country now occupied by the United Peorias and Miamis, contains 50,301 acres, and was originally purchased by the Government from the Senecas and Quapaws and granted and sold to the Peorias, Kaskaskias, Weas, and Piankeshaws under the 22d article of the Omnibus treaty of January 23, 1867 (15 Stat., 519).

By the 26th article of the same treaty the Peorias, &c., agreed that the Miamies might be confederated with them upon their new reservation, and (inter alia) own an individual right therein in proportion to the sum paid, upon payment by the Miamies of an amount which, in proportion to the number of Miames who should join them, would be equal to their (the Miamies) share of the purchase money in said treaty provided to be paid for the land.

The 6th section of the act of Congress, approved March 3, 1873 (17 Stat., 633), authorized and directed the Secretary of the Interior to examine a contract made between the Western Miami Indians, of Kansas, and the confederated Wea, Peoria, Kaskaskia, and Piankeshaw Indians, on the 15th January, 1872, and to approve the same with such modifications as justice and equity might require; and for the purpose of carrying into effect said arrangement might withdraw from the consolidated fund of the Miami Indians, and pay to the confederated Wea, Peoria, Kaskaskia, and Piankeshaw Indians a sum sufficient to pay said Weas, &c., according to said contract, for an interest in the lands of the last-named confederated tribe, for all of said Miamis, electing, as aforesaid, to unite with said confederated tribe.

By a subsequent agreement between the confederated tribes and the Miamis, dated September 23, 1874, the agreement of January 15, 1872, was modified in so far as the payment of interest on the purchase money for lands sold to the Miamis was concerned. This modified agreement was approved by the Department November 19, 1874.

By the Indian appropriation act, approved March 3, 1877 (19 Stat., 292), the sum of $24,952.03, chargeable to the Miami tribal fund, was appropriated to pay the Peorias, &c., for a pro rata share of the lands so purchased by the Miamis. Of this sum $15,385.20 was for principal due in respect of such pro rata share; the balance, $9,566.83, being interest on deferred purchase money. The entire amount was, on May 3, 1877, placed to the credit of Agent H. W. Jones for distribution amongst th. several members of the confederated tribes of Peorias, &c., Indians entitled thereto.

Until allotments in severalty are had the lands of the reservation are the common property of the Peorias, &c., and Miamis, in proportion to their respective tribal interests therein, the ratio apparently being about two-thirds Peorias, &c., and one-third Miamis, or, at the date of the modified agreement of 1874, 140 Peorias, &c., and 72 Miamis.

In this state of facts the action of the parties complained of, especially that of James Moore and J. P. McNaughton, who, it is stated, are white men with Indian wives, and have inclosed 7,000 acres of land, is an unwarrantable oppression of the weaker members of the tribe, and will not be tolerated by this Department. The tribal government, if any such in fact exists, must be sadly demoralized to have permitted such a condition of things to prevail.

You will notify the chiefs of the tribe that this system of monopoly must at once be broken up. Whilst the lands remain in their present unsurveyed and unallotted condition, and in order to encourage individual labor and improvements. a member of the tribe may, as a provisional arrangement until allotments are made, with consent of the tribal authorities, and under direction of the agent, inclose and use for his own benefit an *equitable* proportion of the lands, not exceeding 160 acres, and a like quantity for each member of his family, but no more. If the present system of unlimited appropriation by individuals is permitted it is easy to see the result. The entire reservation will at no distant date be practically in the hands of a few wealthy members of the tribe, and the poor and weak will be driven to the wall. This you will tell the chiefs is not the intention of the Government, neither will it be permitted. The lands of the reservation are intended for the benefit of the entire tribe, so that each member thereof may ultimately receive his just and proper portion thereof; and where locations and improvements (upon the basis of an *equitable proportion only*, and not exceeding 160 acres) have not already been made, the lands are the common property of the tribe, who are entitled to share in any benefits arising therefrom by pasturage or otherwise. You will notify the chiefs that all fences which inclose an excess of land in the hands of individual members of the tribe, beyond 160 acres, must at once be removed and the lands restored to their normal condition.

All grazing tax accruing from such unselected and unoccupied lands must irrespective of any pretended agreement with any Indian or Indians claiming to hold the

same, be collected for the benefit of the tribe, and in this connection your attention is called to the provisions of the general deficiency act approved March 3, 1883 (22 Stat., 590) which requires that "the proceeds of all pasturage and sales of timber, coal, or other product of any Indian reservation, except those of the five civilized tribes, and not the result of the labor of any member of such tribe, *shall be covered into the Treasury for the benefit of such tribe under such regulations as the Secretary of the Interior shall prescribe*, and the Secretary shall report his action in detail to Congress at its next session."

In the collection of this tax you will be careful not to recognize any *lease* made by the Indians conforming your action to the views expressed in Department letter of April 25, 1883, to Mr. E. Fenlon, copy of which was sent you April 17, 1884.

I inclose herewith a copy of a letter received from Mrs. J. L. Palmer, claiming to be a member of the Peorias and Miamis, dated 5th instant, desiring to locate a claim for herself and child upon the reserve, and representing the difficulties she encounters by reason of the fencing monopoly.

You will submit this letter to the chiefs, and if she is found to be entitled, assist her in making the desired location.

You will report your action hereunder, and for further instructions if found necessary.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

W. H. ROBB, Esq.,
Special Agent, Quapaw Agency, Seneca, Mo.

UNITED STATES INDIAN SERVICE, QUAPAW AGENCY,
July 25, 1884.

SIR: I have had a great deal of difficulty this summer in regulating the pasture question and the collection of the cattle tax, especially among the Peorias, Miamis, and Ottawas. Much of the land has been fenced by members of the tribes and by whites who have marriage relations among them, and take in cattle and other stock to graze, and collect and use the money for their own benefit, thus depriving the greater number of the members of these tribes of any benefit from the cattle tax. I have made an order, to be in force during this summer, that where such pastures exist they will be disregarded and the tax collected for the benefit of all the members of the tribes on all stock not belonging to the Indians.

Moses Pooler, a member of the Ottawa tribe, resists this order. He has fenced about 1,500 or 1,600 acres of the lands of the tribe, and has taken in cattle to pasture, and has converted the moneys so collected to his own use. He has a son, lately married, whom he says he has associated with him. He is not angry or unruly about the matter, but he does not think the order a reasonable one, and we have agreed that his case shall be submitted to you as a test case and for your decision. He says that the Government encourages fencing and improvement, and it seems hard now to be deprived of the fruits of his energy. While I admit the force of this argument, I think it was not the intention of the Government to encourage the strong to consume the weak. Suppose he had 10,000 acres fenced out of this small reservation, would the order seem unreasonable? Some have as high as 3,000 or 4,000 acres of the best of the lands inclosed. It is but an exceptional few who can fence these pastures. In the absence of any rule by the tribe as to the amount any member may inclose and use for his own benefit, I think it should be limited to what he can reasonably cultivate, and enough pasture for a reasonable number of cattle of his own, but it has been a perplexing question for me, and I will be pleased to hear from you at as early a day as your convenience will permit.

Respectfully,

W. H. ROBB,
Special Agent in charge.

HON. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,,
August 25, 1884.

SIR: I am in receipt of your letter of the 25th ultimo, wherein you state that you have had great difficulty in regulating the pasture question and the collection of the cattle tax, especially amongst the Peorias, Miamies, and Ottawas, much of whose

lands have been fenced by individual members of the tribes, and by whites who have intermarried amongst them, and who take in cattle and other stock to graze, and collect and use the money for their own benefit, thus depriving the greater number of the members of these tribes of any benefit from the cattle tax, and that you have made an order, to be in force this summer, that where such pastures exist they will be disregarded, and the tax collected for the benefit of all the members of the tribe on all stock not belonging to the Indians.

This order, it appears, is resisted by Moses Pooler, an Ottawa Indian, who, in connection with his son, Munford Pooler, has fenced some 1,500 or 1,600 acres of the tribal lands, and has taken in cattle to pasture, and converted the money collected therefrom to his own use, and it has been agreed that his case shall be submitted as a test case for the decision of this office. Others, it appears, have as high as 3,000 or 4,000 acres of the best of the lands inclosed.

The present Ottawa reservation, which was established by the omnibus treaty of February 23, 1867 (15 Stat., 519), contains 14,860 acres, of which the outboundaries only have been surveyed.

In the last annual report of the agent, their numbers are stated to be 125, but it is reported that some few are living off the reservation. The average quantity of land to which each person would be entitled appears to be in the neighborhood of 100 acres.

The views of this office upon the general subject will be found in office letter to you of the 25th instant, in reply to your letter of the 23d May last, in which the same question was presented in connection with the Peoria and Miami reserve. Those views may be considered as applicable to the Ottawas, and you will take similar action as regards them. Mr. Pooler is undoubtedly correct when he says that the Government encourages improvements by the Indians. That is so; but the Government does *not* encourage the Indian to appropriate that which does not rightfully belong to him simply because he happens to have got along better than his fellows. While such an one is entitled to credit for his industry and good example, he is not entitled to more than his proportionate share of the land, and the Department will see to it that the rights of others not so fortunate are protected, and that they are not deprived of the right to make locations, or of any benefits from pasturage or otherwise to which, as having a common interest in the lands, they are justly entitled.

In this connection I may remark that I am in receipt of a letter from Mr. Pooler upon this subject, in which he claims that his family consists of ten persons, and that his share of the lands would be over 1,000 acres, counting non-residents, while his share, counting actual residents, would give over 1,400 acres.

I do not find this statement supported by the rolls on file in this office, Mr. Pooler's family, including Munford Pooler, aggregating four persons only.

At the last session of Congress bills (S. 610, H. R. 2052) were introduced for allotments in severalty to the Peorias and the Miamies; also, a bill (H. R. 2055) for allotments to the Ottawas.

Congress adjourned, however, without taking action on either. The passage of measures of this kind would undoubtedly tend to relieve the present difficulty and place matters upon a proper basis.

In the mean time you will endeavor to carry out the views of this office as set forth in the letter to you with reference to the Peorias and Miamies before referred to, and notify Mr. Pooler thereof.

Very repectfully,

E. L. STEVENS,
Acting Commissioner.

WM. H. ROBB, Esq.,
Special Agent, Quapaw Agency, Seneca, Mo.

POOLER POST-OFFICE, INDIAN TERRITORY,
July 19, 1884.

SIR: I am by birth a member of the tribe of Ottawa Indians of Blanchard Fort and Rock de Bouf, now residing in the Indian Territory upon a reservation purchased with our money from the Shawnee Indians. Under the last treaty we became citizens of the United States, although we now have a chief and council (see opinion of the Attorney-General). When the war broke out I enlisted as a private in the 1st Kansas Battery, and served through the war, and have an honorable discharge. I am now postmaster of this place. When we moved from Franklin County, Kansas, to our reservation here, we each located ourselves and opened our farms, and I and my son, Hanford Pooler, have under cultivation over 200 acres of land, together with all necessary improvements, and we own the necessary teams to cultivate the land. I have 50 head of cattle now, but very frequently have over a hundred head belonging to

myself and son, and bought with our own money. I know that I have what is properly considered the best farm on the reservation, and I have endeavored to make it and my work as a model for my Indian brothers to copy after.

I have been losing stock every year because I had no pasture to confine them, and they were driven off by cattlemen. I then concluded to fence a large pasture upon open ground laying adjoining north and west of my farm. Before I commenced work upon the pasture I asked privilege or permission of our chief, John W. Early, and he granted me the privilege of fencing as much as I wished.

Under this grant I purchased the wire with my own money that I procured by selling my own cattle, and with my own hands, aided by my son, I inclosed a pasture. I did not inclose within said pasture any other than grazing land. As the land I inclosed was rough and broken, not suitable for farming, I did not include in my pasture any land belonging or claimed by any other member of my tribe, nor did I cut off access to water for stock of any person. I provided large and suitable gates at the most convenient points for the free passage of every person that chose to pass through the pasture.

Our reservation is estimated to contain 14,000 acres of land, and the total number of our tribe is 135. Of this 135 but 100 are residents of the Reservation, the balance residing some in Canada, Kansas, and the Sac and Fox Reservation in the Indian Territory. If our reservation was equally divided between each member they would be entitled to about 100 acres each; and if it were to be divided between the actual residents of the reservation, each person would be entitled to about 140 acres.

The family of myself and son contains ten persons, and their actual share would be over 1,000 acres of land. An open share as among the actual residents would give us over 1,400 acres.

Our tribe leased to Crowell & Co. 5,000 acres of land for grazing purposes, at an annual rental to be paid to the tribe. Crowell & Co. are white men, and are not members of our tribe either by birth, marriage, or adoption.

On July 11, 1884, I was summoned before the council of our tribe and an effort made to compel me to pay the tribe rent on my pasture, erected by the proceeds of the labor of my own hands; and to this I object, and appeal now to you for an adjudication of my rights.

First. I claim as a member of my tribe that I am entitled to inclose the pasture with my own fence, and claim that as I have not exceeded my proportionate share of the reservation that it is unjust and unlawful to collect a rental of me on my own land.

I have been taught by the missionaries and the Indian agents to adopt the habits and customs of my good white neighbors, to keep faithfully all my contracts, to pay my debts, and be a good citizen, and have read the reports of the honorable Secretaries of the Interior and the honorable Commissioners of Indian Affairs, and by them I learned that they desire all Indians to become prosperous farmers. I have adopted the habits of the white people. I educate my children and teach them to be good citizens. I have by my example shown to my brothers of the tribe that an Indian can compete with the white man. I can say with pride that I have paid my honest debts and fulfilled my contracts, and believe that I have the respect of my brothers of my tribe, as well as those of the white men.

Why I should be so treated by my people is more than I can tell, but think that it arises from envy of my success; for I can say that I never wronged my people out of a cent, and when adversity overtook them I have always assisted them during the hard times, and am again ready to give them a helping hand. In making my appeal to you for justice to myself and my family, I pray that you may be guided in doing right to me.

Respectfully, yours,

MOSES POOLER,
Pooler, Indian Territory.

Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

[Inclosure.]

Census list of the lands in cultivation and pasture.—Number of head of horses and cattle.

Name of family.	Acres in cultivation.	Acres in pasture.	Number of horses and cattle.
M. Pooler and Manford Pooler	200	1, 280	44
H. Clay	20	.....	2
Soboke	2	.....	.....
Mrs. Wilson	40	.....	10
L. S. Dagnett	50	40	65
L. Supenar	50	.....	11
S. Donnally	20	.....	2
A. Lee	21	.....	32
S. Williams	40	.....	.....
Joe King	80	.....	.....
I. Supenar	40	.....	4
E. Stratton	60	.....	6
J. W. Early	10	.....	.....
L. King	25	.....	.....
A. Letus	25	.....	.....
William Jones	25	.....	2
Wesley Jones	16	.....	.....
E. Condry	60	.....	.....
Petah	5	.....	.....
W. C. Jennison	25	.....	.....
L. Gokey	25	.....	.....
J. Wind	40	.....	.....
Joe Wind	25	.....	.....
Mission	40	.....	.....
C. Hudson	60	.....	.....
Jno. Hurt	35	.....	.....
Crowell & Co	.....	5, 000	.....
	1, 038	6, 280	177

Number of acres, 14,000; pasture and cultivation, 7,318; vacant, 6,682 acres for the support of 177 head of cattle, horses, and 300 head of hogs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 25, 1884.

SIR: Replying to your letter of the 19th ultimo relative to inclossng pasture lands on the Ottawa Reservation, I have to say that I have addressed a communication to Special Agent W. H. Robb, at the Quapaw Agency, giving the views of this office upon the general subject in connection with a similar state of things on the Peoria and Miami Reserve, and to whom you are referred for information.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

Mr. MOSES POOLER,
Pooler, Indian Territory.

PEORIA AND MIAMI RESERVE,
Quapaw Agency, I. T.

DEAR SIR: You will please allow me to trouble you for a little information in regard to my rights here as a member of said tribes. My mother is a Western Miami and my father is a Peoria Indian, but is dead. I have just moved from Miami County, Kans., where I was born and raised, never living here before. I now want to locate a claim for me and my child; and as every bit of land is fenced up into big pastures, only those that has claims improved, and when I go into those pastures to locate a claim some one will say that claim belongs to such a person, and not one sign of improvements or stick on them to show that they ever were taken, and those persons will have two or three claims in different pastures and leave them to white men to get pay for pasture, and even in some cases I do not believe it has all been claimed by any Indian, but these men will say so to keep me from improving and interfering with their pasture.

Now, they have had the benefit of those lands heretofore as far as my rights went. I want to know if I have not got a right to go in those pastures and locate for me and my child, where there is no signs of a claim being located, or must I go to the trouble to go to every member of the two tribes, and ask them where they have their claim located, and wait till those leases' time has expired. Some of those pastures are leased for five years by the thieves. I could buy out some of those persons that has claims located, but for them to hold two or three claims to the head to speculate, I do not think it right; and besides I am not able to pay $50 or $100 to get them to give way to let me go and improve it, when I have just as good a right as they do; it is claimed by some few, all you have to do is to claim or locate, and it is yours, but by the majority they say you have to break round it or put a foundation on it to hold your claim. Now, I have 1,500 posts made, and 2,000 rails, but can't build, but would like to fence and break some land, if I can be assured to go in those pastures, and go to work, or have it do without being put out of those pastures. The two tribes hold their land together, something like 53,000 acres. Hoping you will give this due consideration,

I remain as ever, your obedient servant,

MRS. J. L. PALMER,
Baxter Springs, Cherokee County, Kansas.

Hon. H. PRICE,
Washington, D C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 25, 1884.

MADAM: I have received your letter, dated the 5th instant, in which you claim to be a member of the Peoria and Miami tribes of Indians, and state your desire to locate a claim for yourself and child upon the Peoria and Miami Reserve, which you are prevented from doing by reason of large tracts of land upon the reserve being fenced in by individual members of the tribe for speculative purposes, to the exclusion of other members having a common interest therein.

In reply I have to say that this matter has been made the subject of an extended communication to Special Agent W. H. Robb, now in charge at the Quapaw Agency, and incidentally your case has been mentioned, with instructions to lay the matter before the chiefs of the tribe, and if it is found that you are legally entitled to a share of the lands, to assist you in making the desired location.

I would suggest that you apply to Mr. Robb for further information.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

MRS. J. L. PALMER,
Baxter Springs, Cherokee County, Kansas.

OCCIDENTAL HOTEL,
Baxter Springs, Kans., September 6, 1884.

SIR: Will you please inform me if the agent of the Quapaw Agency can compel me to pay tax on my cattle when I am a Peoria Indian, and hold my stock on Peoria unoccupied lands. You will do me a very great favor to answer at an early date, as the agent says I must pay or move out.

I remain, respectfully,

W. G. LABADIE.

Hon. H. PRICE,
Washington.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 17, 1884.

SIR: In reply to your letter of the 6th ultimo, asking to be informed as to your liability to pay grazing tax on cattle held by you on unoccupied lands of the Peoria Reserve, you are referred to Agent Ridpath, at the Quapaw Agency, who has been duly advised of the views of this office upon the subject, and who will give you all necessary information.

Very respectfully,

H. PRICE,
Commissioner.

Mr. W. G. LABADIE,
Peoria Reserve, care of Quapaw Agency, Seneca. Mo.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, September 18, 1884.

SIR: I respectfully ask if any modification of section 267 of instructions to Indian agents of October, 1880, has been authorized by you. The agency physician and others tell me that the reservation settlements are full of white people.

I can and will enforce the rule unless you authorize a modification.

Please advise me fully, and I will carry out your wishes as fully and promptly as possible.

Very respectfully,

W. M. RIDPATH,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 17, 1884.

SIR: I have received your letter of the 13th ultimo, asking if any modification of section 267 of instructions to Indian agents, of October, 1880, has been authorized by this office, the agency physician and others having told you that the reservation settlements are full of white people.

The section to which you refer relates—

1. To the non-competency of the Indians to lease their lands to white men for farming and grazing purposes. This regulation has undergone no change except in so far perhaps as it may be deemed to be somewhat modified by the ruling of the Department in the Fenlon case as given in Department letter of April 25, 1883, a copy of which is herewith furnished for your information, subject to the conditions therein mentioned. The Department holds that whilst the Indians in their tribal capacity have an implied right under section 2117, Rev. Statutes (Comp. Indian Laws, ed. 1883, p. 48), to grant temporary privileges on the unoccupied lands of their reservations, they have no right to lease such lands or create any incumbrance thereon, or in any manner give to parties rights the existence of which may be disputed after the land ceases to be a part of the reservation, and no such leases or agreements have or will receive authoritative approval of the Department.

2. An exception to the general rule has, however, been authorized, notably at the Quapaw Agency for some years past in the case of widows, minor children, orphans, sick, aged, crippled and infirm Indians whose wants and circumstances make it absolutely necessary that they should have white labor to carry on the work of cultivating and improving their farms. In such cases contracts are required to be entered into and executed in accordance with the provisions of section 2103, Revised Statutes. (See regulations for details.) This portion of the section has not been repealed or modified in any manner. It has been the custom of the agent to forward all such contracts to this office for approval during the early summer of each year, but with one exception (Jackson to Wallace, returned to you 13th ultimo), none have been received here for the current year, and as last year's contracts all expired by their own limitation on March 1, 1884, it follows that all persons claiming to hold under such contracts are on the reservations without authority and are liable to immediate removal by the agent.

You will make an immediate investigation of this matter, with a view to ascertaining what unauthorized persons are within the limits of your agency, and report to this office for further instructions. It seems somewhat singular that no contracts should have been forwarded for this year, but it may be due to the fact of the transfer of the late agent, and the result, so far as the immediate parties are concerned, of ignorance or oversight. I therefore delay the order for removal until further developments. You will transmit a complete list of all persons other than officers of the reserve and Indians who may be on the several reservations, with explanatory remarks, showing by what authority they claim to be thereon, in order that steps may be taken for the removal of all willful intruders.

Very respectfully,

H. PRICE,
Commissioner.

W. M. RIDPATH, Esq.,
United States Indian Agent,
Quapaw Agency, Seneca, Mo.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, November 7, 1884.

SIR: In your letter to this office, L 100057, of date August 25, 1884, you say "you will notify the chiefs that all fences which inclose an excess of land in the hands of individual members of the tribe beyond 160 acres must at once be removed and the lands at once restored to their normal condition."

I will state that I believe it is to the interest of our Indians to allow them to fence their lands if the proper restrictions are observed.

It is a fact that the fencing of the lands prevents the spread of disease among the cattle of the reservation. Stock which has been kept in fenced pastures during the last season have been healthy, while cattle upon the range have died. If each head of family is allowed to fence 160 acres of land for each member of his or her family, then I would recommend that they be allowed to fence their lands in tracts not exceeding 640 acres, observing section lines, except in such exceptional cases as the agent may in his judgment make. I recommend also that the fences be built at least fifteen feet from the section lines, that sufficient roadways may be made for accommodation of travel.

Very respectfully, your obedient servant,

W. M. RIDPATH,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 17, 1884.

SIR: I have received your letter of the 7th instant wherein referring to so much of office letter to you of the 25th August last, upon the subject of fencing monopolies extant on the United Peoria and Miami Reservation, as directs you to notify the chiefs that all fences which inclose an excess of land in the hands of individual members of the tribe beyond 160 acres must at once be removed and the lands restored to their normal condition. You state that you believe it to be to the interest of the Indians to allow them to fence their lands under proper restrictions as a prevention of disease among the reservation cattle, which, when kept in fenced pastures is healthy, whilst stock left upon the range dies.

You recommend that if each head of a family is permitted to fence 160 acres of land for each member of his or her family, they be required to fence their lands in tracts not exceeding 640 acres, observing section lines, except in such cases as the agent may, in his judgment deem best to make any variation, and that the fences be built at least 15 feet from section lines in order that sufficient roadways may be made for the accommodation of travel.

Your recommendation has the approval of this office, and you will take measures to have the same carried into effect upon the basis stated. In doing so you will be careful to impress upon the Indians that this is only a temporary expedient to prevent the monopoly of the lands in the hands of a few individuals, and that the whole matter will be subject to such action as Congress may take whenever the question of allotment comes before it.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

WM. M. RIDPATH, Esq.,
United States Indian Agent, Quapaw Agency,
Seneca, Newton County, Missouri.

QUAPAWS.

BAXTER SPRINGS, KANS., *March* 17, 1884.

DEAR SIR: Herewith I send you a lease that the Quapaw council made for the Government farm; the man to whom the lease is made is a white man and a good farmer. He had the land last year and gave to our people general satisfaction.

The agent refuses to ratify this lease, and without the consent of the Quapaws has leased the lands to several negroes that our people don't know and don't want, and

won't have; the agent has ordered our lessee off the land, and our people order off the negroes. We want your honor to approve our lease let us have the man we want on our farm and let us live in peace.

Yours, very respectfully,

L. J. FISH,
Attorney in Fact.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

[Inclosure.]

Article of agreement made and entered into this fifth (5th) day of Feb., 1884, A. D., by and between the councilmen, chiefs, headmen, representing the tribe, and members of the Quapaw Nation residing in the Indian Territory, the councilmen, chiefs, headmen, party of the first part, and William Carr, party of the second part, witnesseth, that the parties of the first part, in consideration of one-third of the crop and one-third of the corn to be husked and cribbed, by the parties of the second part, we the chiefs have this day leased to the parties of the second part the right and the full and exclusive power to farm, to enter upon the land hereinafter described: That is to say, two hundred acres of land known as the Government farm, a part of the one hundred and fifty sections of land west of the State line of the State of Missouri, and between the lands of the Senecas and the Shawnees, as the same are mentioned and described in article second of the article of agreement between the United States and the Quapaw Indians, bearing date May 13, 1833. This lease is only given for one year from date.

When said article of agreement shall be null and void, it is also agreed and understood that the party of the second part can sublet such portions of said land hereinafter mentioned in said contract, only for the term of one year from date.

CHARLEY QUAPAW, *Chief*, his x mark.
ALPHONSO VALIER, *First Councilor*.
JAMES SILK, *Second Councilor*, his x mark.
BIG GEORGE, his x mark.

I hereby certify that the chiefs and head men whose names appear above acknowledge that they signed the above article of lease; that the same is their own free act and deed; that the lease so made is for the best interest of the Quapaw Indians, and they are satisfied with said lease and they ask the Commissioner of Indian Affairs, or Secretary of Interior, to approve of said lease; and I further certify that the agent for this agency refuses to ratify this contract of lease to the damage and injury of the Quapaws, as I am informed by the said Quapaws in council.

Witness my hand this 8th day of March, 1884.

W. R. WAGSTAFF,
Judge, Tenth Judicial District for the State of Kansas.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 15, 1884.

SIR: I inclose herewith a copy of a letter dated 17th ultimo, received in this office from L. J. Fish, claiming to be attorney in fact for the Quapaw Indians, transmitting a lease (copy also inclosed) dated February 5, 1884, purporting to be signed by Charly Quapaw, chief, Alphonso Valier, first councilor; James Silk, second councilor, and Big George, to William Carr, to 200 acres of land, known as the Government farm, for a term of one year, at a rental of one-third of the crop and one-third of the corn to be husked and cribbed, with power to sublet portions of said land.

Mr. Fish states that the agent refuses to ratify this lease, and that he has leased the land in question to several negroes against the wishes of the tribe.

A report is desired from the agency point of view.

Very respectfully,

H. PRICE,
Commissioner.

G. D. WILLIAMS, Esq.,
Acting United States Indian Agent, Quapaw Agency,
Seneca, Newton County, Missouri.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, Indian Territory, April 28, 1884.

SIR: I have the honor to acknowledge the receipt of office letter "L 6271," of the 15th instant, requesting a report in the matter of a lease of 200 acres of land known as the "Government farm," given by Charley Quapaw, Alphonso Valier, James Silk, and Big George, to one William Carr, on the 5th day of February last.

In reply thereto I would say that Jack Fish has been thoroughly and fully written up, not only by this office but by Col. George F. Towle when in command of United States troops stationed here, that I do not know that I can more fully explain his motives in connection with his adoption and business with the Quapaws.

Your office must be fully convinced that such a man can be of no benefit to the tribe, but on the contrary a great disadvantage. He is a demoralizer, and his only object is to get something without an equivalent. That such an irresponsible party should have such an influence with these misguided people is to be regretted. But it is not strange when you know that to accomplish his purpose with these Quapaws he will tell them any falsehood, no matter how absurd.

The history of the "Government farm," as it is called, is this: In 1876 the Department concluded to remove the Cheyenne and other captive Indians to this agency, and with this object in view sent Agent C. F. Larrabee to make an agreement with the Quapaws for some land for their occupancy. At that time he broke out and fenced at the expense of the Government about 300 acres of the tract agreed upon, and also erected a warehouse and made some other improvements. The Cheyennes were not sent, but in the course of about a year the Poncas and Nez Perces were brought here, and under the old agreement a part of them were placed upon this land. They remained for some time, during which the Government cultivated the 300 acres for their benefit. The year before the Poncas came the crop was given to needy Indians, but neither the Quapaws nor any other tribe had control of the farm. After the Poncas left the agency, the farm and all other improvements were turned over to Agent H. W. Jones. The farm being so far distant from the agency and the Government having no use for it, Agent Jones allowed citizens from the State of Kansas (it being but one and a half miles from the line) to cultivate it and give one-third of the crop to the Quapaw people. The Quapaws certainly had no claim on the farm, as the improvements were made at the expense of and by the Government, but as it is on their reservation, it was thought best to let them have the benefit. The agent, I am informed, did not give any personal attention to renting it, but allowed the Indians to do as they wished in making contracts and in collecting the rentals.

Upon the arrival of Special Agent James M. Haworth, he found that the Indians got literally nothing for their share, the renters taking nearly the entire crop.

When Agent Dyer took charge he determined to correct this wrong by taking the management into his own hands, and to personally know who worked the land, and that one-third of the crop was honestly harvested and delivered to the Indians.

Each year since he has laid off the farm into tracts of from 20 to 80 acres, and issued permits to farmers, both black and white, to cultivate the lands. This spring the same course was pursued, and there are now five each, negroes and whites, engaged at work thereon, with the understanding that at the close of the season one-third of all crops is to be delivered, under direction of the agent, to the Quapaw Indians.

At about the time the agent was arranging for tenants for this year he found that Mr. Carr, who had worked sixty acres last year and not the *whole* farm, as J. Fish states, had been dealing directly with the Indians, and had secured millet hay and other forage from them at about half value; he at once decided that Carr should have no part of the farm in the future; also that he should leave the reserve, which he ordered, and the order was obeyed. However, before Carr left, he, through the instrumentality of Frank Valier, induced the Quapaws to make the lease in question. Carr, thinking to give this lease additional force, secured the acknowledgment of it before Judge Wagstaff, *who came into the Indian Territory and on this farm wrote the acknowledgment.* It might be pertinent to ask by what right he did this? It can easily be inferred that the acknowledgment of this lease was but a small part of his business in the Territory. A judge is not likely to come from Paola, Kans., away down into the Territory to take such simple acknowledgments when the same can be accomplished at Columbus, a town near by, at an expense of one dollar, unless urged by some other important business, and that, too, of a nature closely allied to the Indians.

1st. The acknowledgment is not legal. 2d. If it were, it would be poor policy for the Department to allow these ignorat Indians to make such contracts without the advice and consent of their agent. 3d. If the Government allowed the Indians to manage this farm, the result would be simply a repetition of what Agent Haworth found—that is, *no* part of the crop for the Indian, *all* for the renter.

Fish states that the agent refused to ratify the lease. In this he is correct, and I am convinced that the Department would not have had him done otherwise.

Jack Fish's conduct does not astonish those that know him, and to make an ap-

pearance of friendship for these people he will do this and kindred pieces of work as their "attorney," for it is necessary for him to make some show of honesty of purpose; but to know that judges and other men would so far forget their manhood as to lend their aid in deceiving these darkened minds for the sole purpose of gain causes one to lose confidence in his fellow-man.

Very respectfully, your obedient servant,

G. D. WILLIAMS,
Acting Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, May 8, 1884.

SIR: Referring the office letter of the 15th ultimo, and to your reply thereto of the 28th ultimo, touching the lease of the Government farm on the Quapaw reserve made by Charley Quapaw, Alphonso Vallier, and others, to William Carr, on the 5th of February last, I have to say that in view of the facts disclosed in your letter said lease will not be approved by this Department, and you are directed, in the event of Carr, or any one claiming in his behalf, to exercise any rights or privileges under said pretended lease, to at once remove him from the reservation. Care should be taken that the Indians get their due proportion of crops from the present tenants.

Very respectfully,

H. PRICE,
Commissioner.

G. D. WILLIAMS, Esq.,
Acting United States Indian Agent, Quapaw Agency, Ind. T.

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710 ELEVENTH STREET, N. W.,
Washington, D. C., April 19, 1884.

SIR: Inviting attention to the attached letter, I respectfully ask to be furnished with your ruling in the matter of the leases mentioned therein, together with any other information on the subject which you can properly communicate.

I have the honor to be, very respectfully, your obedient servant,

CAMPBELL W. BUSHNELL.

Hon. SECRETARY OF THE INTERIOR, *Present.*

[Inclosure.]

BAXTER SPRINGS, KANS., *March* 28, 1884.

FRIEND BUSHNELL: You may think by this time that I was numbered with the past, but I am still above ground. I am married and have as fine a woman as any one needs to have. My brother-in-law and I are living in Cherokee County, Southeastern Kansas, and are engaged in the cattle business; we have two hundred and ninety head at present; we graze our cattle on the Indian Territory, on the Quapaw Reservation. The reservation has lately been leased by a banker named Crowell. Now he proposes to sub-lease to the stockmen along the line, and we are at a loss to understand whether his lease is legal or not, or whether the Secretary of the Interior will sign it or not.

Now, Bushnell, I wish you would confer a favor on me by sending me a copy or copies of the Indian report, Indian laws, or anything that will give me some information concerning the laws governing them and their lands, &c. As we have some dealings with them it will be of help to us to know what we are doing. I got your address of Peck. He has been taking *Com at the Sem* this winter. We correspond regular, but Bine has not written in two years.

Write and let me know how you are getting along and what business you are in, and I will give a better account of myself in my next.

Yours hastily, but truly,

F. N. MOORE.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 21, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
May 7, 1884.

—— WILLIAMS,
In charge Quapaw Agency, Seneca, Mo.:

Notify parties now building fences to stop immediately or military will remove them, and their fences torn down. Give Vallier, the interpreter, notice of this telegram. This order to remain in force until further orders.

H. PRICE.

INDIAN TERRITORY,
Via Baxter, Kans., May 6, 188—.

TO COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

Our Quapaw Reserve is being fenced Sundays and days and nights against our wishes. Must we protect ourselves, or will you protect us?

FRANK and ALFONZA VALLIER,
Interperters for the tribe.

QUAPAW RESERVE, INDIAN TERRITORY,
May —, 1884.

SIR: Again to our sorrow we feel that to you alone can we go for any protection in our rights on this, our Quapaw Reserve. We are annoyed day by day with people from the State of Kansas, and from some of the small reservations, running around amongst our tribes urging our Quapaw members to permit their friends, who are general citizens of the United States, to be adopted into our tribe, and in a great many instances offering and gives our boys money for the same, very much to our annoyance. One man, John W. Early by name, who has been head chief of the Ottawas, by his dishonest dealings amongst his own people was impeached and put out of office before his time had been served; another man known as Captain Charley Tabodie, a member of the Peorias by adoption now, and captain of the police force, employed and paid by the Government of the United States, has been spending his time daily riding about with citizens of the United States and of pure white blood, urging and insisting on our Quapaws to adopt several of his friends, who are white men, and their families, and they are causing great trouble amongst our own members, a great many of whom do not know or understand what they are talking about, and by the use of a few cigars, &c., obtain promises from some of our people and young men, giving our tribe trouble beyond your imagination, to quiet our boys.

Before such people came amongst us we lived in peace, and could live in peace with each other in friendship again was it not for their annoyances. We, in behalf of our tribe, most humbly ask you what measures are best for us to adopt; we cannot stand all this trouble much longer, and pray to you for advice and protection from being annoyed by such men. These men, Early and Tabodie, by the assistance of white men now residing in Kansas and elsewhere, have not let us have any peace, urging our tribe to consent to give leases of our reserve to certain white men, and have been repeatedly refused, but a refusal does not satisfy them, and again and again to the cause amongst us after being forbidden to repeat such visits on any such business; we want to live orderly and be peaceable by bringing their people among us. Our people are very much disturbed and distressed at such proceedings, and pray that your honor adopt such measures as will protect our tribe in their homes and lands. There is but one way by which we can protect our people, but we prefer leaving the matter in your hands, hoping to hear from you at your earliest convenience, and very much oblige your obedient servants,

FRANK VALIER,
Interpreter for the tribe.

The Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

P. S. If it were possible, we would like to visit you in person, but have not the means for passes. Could we not get an appropriation of say $500 to defray expenses to and from Washington. In that way we could more fully explain our true condition, and rest the case in your hands. Our tribe is not satisfied with the way in which Mr. Robb conducted the investigation. Only one man was allowed in the room at the same time, and as we had very short notice, some of our best men were not present. One other reason for being dissatisfied is that we thought we ought to have copies of

all statements made for our own benefit; and when we, the Quapaws, requested Mr. Robb to leave copies, he flatly refused, even if we furnished a man to do the work. All of this our people cannot understand, wherein there could be anything wrong in having copies; frequently our report and statements made on similar occasions were destroyed, if the truth was written down at all, and always to the detriment of our Quapaws. Our people want copies, and most respectfully request that we are furnished with the same as soon as possible, that we may know for ourselves that all the truth and no more has been written down.

Very respectfully, yours truly,

FRANK VALIER.

BAXTER SPRINGS, KANS., *March* 28, 1884.

Hon. H. M. TELLER,
Secretary of the Interior:

SIR: I own a farm in Kansas, joining the Indian Territory, and live upon the same; have about 300 head of cattle which I graze on the Quapaw Reservation, and pay the Indian agent 10 cents per head per month, and occupy a range set off to me by the agent; have always complied with all their laws and customs. Now some parties have leased said reservation of the Indians (all the Indians have signed the lease but two). Can the leaser dispossess us of the range we now occupy, provided we continue to pay the 10 cents per head as heretofore?

Yours, most truly,

F. N. MOORE.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 1, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

BAXTER SPRINGS, CHEROKEE COUNTY, KANS.,
March 28, 1884.

DEAR SIR: I wish to ask you if the Quapaw Reservation, Indian Territory, has been leased for grazing purposes, or can it be? You will confer a favor by letting me know, as I have cattle on the range and am personally interested.

Very respectfully,

L. C. WILBUR.

SECRETARY OF THE INTERIOR,
Washington, D. C.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 1, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
April 17, 1884.

SIR: The Quapaw tribe of Indians in the Indian Territory numbers 250, of whom about 55 only reside on the Quapaw Reservation, the remainder being principally located with the Osages. The Quapaw Reservation, containing an area of 56,685 acres, is held under treaties of May 13, 1833 (7 Stat., 424), and February 23, 1867 (15 Stat., 513), and is attached to the Quapaw Agency, now temporarily in charge of Mr. G. D. Williams, agency clerk, pending appointment of a successor to Agent D. B. Dyer, transferred to the Cheyenne and Arapahoe Agency, Indian Territory. The Quapaws have been semi-civilized for many years, but hitherto have made no material progress. The majority are reported to be indolent and beyond the cultivation of small truck patches manifest but little ability or disposition to work.

Within the past year one Leander Jackson Fish (commonly known as "Jack Fish"), of Indian blood, has established a claim to rights by adoption in the Quapaw tribe,

which rights have been confirmed by the Department, conditionally that he shall reside on the Quapaw Reservation and commit no offense justifying his removal therefrom. Agent Dyer's opinion of this man was not such as to inspire this office with too great an amount of confidence in him.

Within the past few days there has been presented to this office for approval a power of attorney and contract entered into with Fish by Charley Quapaw, John Medicine, Alphonso Valier, and James Silk, chiefs and councilmen of the tribe, appointing him (Fish) as their attorney in fact for a period of ten (10) years; (1) to manage all their business as a tribe and people; (2) to examine and adjust all accounts of the Quapaws with the United States and all others at Washington or elsewhere; (3) to settle all controversies present or prospective in relation to the use or occupancy of their present reservation, with power to protect the unoccupied portion thereof against all trespassers or intruders in respect of pasturge, timber, mineral, and other valuable materials and interests, and with full authority on said unoccupied reserve touching pasturage, &c., and to make all arrangements in regard to the best disposition of the same, lease, contract, or otherwise, as in his judgment may seem best; (4) to secure a patent to the tribe in common for its lands; (5) to employ counsel to assist him and pay such counsel for his services, with full power and authority in the premises, and power of substitution, &c. The fees and expenses of said Fish to be paid by the tribe, if it has the means to do so; if not, then he is empowered to secure by loan, or otherwise, upon the credit of the tribe, such sums of money for ordinary reasonable fees and expenses as may be deemed necessary. This power of attorney and contract is without date, but it appears by the judge's certificate to have been acknowledged March 8, 1884.

Fish appears to have lost no time in proceeding to put into execution the extraordinary powers vested in him by these Indians, for with said power of attorney there are also submitted for approval of this Department two leases executed by Fish in the names of his constituents, and as their attorney in fact, to one Nicholas McAlpine, whose address is not given, one being a lease of general mining privileges, *unlimited as to time, on the entire Quapaw Reservation of* 150 *sections of land*, at a rental payable to said Indians, or their agent appointed in council, of 5 per cent. of the crude mineral products, or 5 per cent. of the net income derived from the gross mineral products of said lands, the other being a lease of exclusive grazing and herding privileges *on all the unoccupied and unimproved lands of the* Quapaw Reservation for a term of 20 years from April 1, 1884, at a yearly rental of $4,000, payable quarterly to said Indians, or their agent appointed in council, with the right to make such inclosures and improvements as may be necessary for the care of the stock and shelter or protection of the herders employed.

Filed with said power of attorney is also a petition addressed to the Secretary of the Interior from said Indians, praying for the issue of a patent for their lands in common; also a power of attorney dated March 8, 1884, executed by Fish, substituting Mr. Thomas J. Logan as his attorney, for a period of six months from April 1, 1884, with all the powers and authority originally vested in him (Fish) in the premises, limited and restricted, nevertheless, as in said substitute power of attorney mentioned.

Apart from the fact that the powers of attorney and contract referred to are not prepared and executed according to statutory requirements, and for that reason alone, independent of any other consideration, are not entitled to approval, this office does not recognize the necessity for the intervention of any attorney or attorneys on the Quapaws' behalf. Whatever claims they may have against the United States, whether of unsettled accounts, claim for a patent to their lands or otherwise, whatever grievance they may have by reason of trespass on their lands, or otherwise, can be adjusted by this Department upon a proper presentation of the facts through the Government agent, and without expense to the Indians. Considered upon its merits, therefore, also, the power of attorney and contract made with Fish will not be approved by this office.

In regard to the leases—

First, as to the mining lease. Irrespective of the question of the authority of the Quapaw Indians to act in the matter, which is not conceded, such leases are deemed to be against public policy as subversive of the peace and welfare of the Indians, and are expressly prohibited by Department order of February 7, 1872, which is still in force. Acting Agent Williams has been instructed that under no circumstances must prospecting for oil or minerals of any description by outside parties on the reservation be permitted, and that if any persons are so engaged, whether claiming under leases or otherwise, to notify them to at once cease operations and depart, under penalty of removal by the military.

Second, the lease for cattle-grazing purposes. Whilst the Department recognizes the right of the Indians to allow grazing privileges on their reservation under the provisions of Section 2117, Revised Statutes, it does not recognize their right to lease the lands, or create any incumbrance, or in any manner give to parties rights of a permanent nature thereon, and no agreements or leases of the character mentioned

will be recognized by the Department to the extent of approving the same. For your information and guidance I inclose herewith a copy of Department letter of April 25, 1883, to Mr. E. Fenlon, as indicating the views of the Department on the subject, from which you will perceive that grazing privileges can only be recognized when granted by the proper authority of the tribe and for the equal benefit of all. Your attention is also especially drawn to the conditions prescribed by the Department respecting the erection of improvements, observance of the intercourse laws, mode and manner of payment, forfeiture of privileges, and future action of Congress, in regard to which last-mentioned condition it may be remarked that the whole subject of leasing Indian lands for cattle-grazing purposes is now pending before the Senate Committee on Indian Affairs for investigation.

For the reasons above stated neither of these leases would, even if made by a recognized attorney of these Indians, receive the authoritative approval of the Department.

I have stated this much for your general information on the subject.

The facts disclosed upon the papers referred to as having been filed in this office at the instance of L. J. Fish, and the extent of power sought to be conferred upon him by the Indians in the management of their affairs, have excited a grave suspicion on the part of this office that matters are transpiring on the reservation to which they have unwittingly been made parties, and which will result to their ultimate prejudice, if not arrested. In saying this I do not make any reflection on the management of the agency, as there is nothing before me to warrant it, or to indicate that the agent has any knowledge of the facts disclosed.

It is for the purpose of ascertaining the true condition of affairs on the reservation as regards Fish's action, the cattle-grazing and other leases referred to, and the complaints of the Indians, that you have been specially detailed to make this investigation.

Upon your arrival, therefore, at the Quapaw Agency, you will take all necessary measures to familiarize yourself with the subjects specially referred to. You will ascertain by personal investigation what, if any, steps have been taken by the lessees under the pretended leases executed by Fish in the prosecution of their claims under such leases, whether of mining enterprises or cattle grazing, and the extent of such operations. You will, if necessary, hold a council or councils with the Quapaw Indians, and hear what they have to say in relation to their alleged claims against the Government, their grievances, &c. You will also ascertain from the tribe their views and wishes in regard to granting grazing privileges on their unoccupied lands, but without seeking to influence them one way or the other in the slightest degree. You will also endeavor to ascertain the extent and character of Fish's influence over the Indians, his probable motives and actions since he has been on the reservation, and how far he actually possesses the confidence of the tribe, and you will embody all the facts so ascertained by you in a report to this office, with such suggestions as you may deem pertinent. It is not, however, intended that you should in any manner interfere with the general management of the agency, or take any action which would of right properly appertain to the agent.

I will add that there have also been filed in this office two protests signed by Charley Quapaw, first chief, Alphonso Vallier, Paschal Fish, Frank Vallier, Big George, Richard Puck, John Hunneker, and some fifteen other Indians of the Quapaw tribe, against the approval of a lease alleged to have been obtained from certain of the tribe on the 20th March last, by the Cherokee Live Stock Association or H. R. Crowell, of Baxter Springs, on its behalf, of certain lands west of the Quapaw Mission, for grazing purposes for a term of two years at a rental of $3,000 per annum, which lease, they allege, was procured through misapprehension and compulsion. This lease has not been presented to the Department, and, for the general reasons before stated, will not be authoritatively approved. You will investigate this matter also, and include all the facts and the action, if any, of the lessees had thereon, in your report.

Copies of the several treaties with the Quapaws hereinbefore referred to are herewith inclosed for reference if necessary.

Edward H. Black is the Government interpreter at the Quapaw Agency.

Very respectfully,

H. PRICE, *Commissioner.*

W. H. ROBB, Esq.,
Special United States Indian Agent, Quapaw Agency, Indian Territory.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 18, 1884.

SIR: I telegraphed you on the 14th instant to notify all persons claiming to have leases for lands on the Quapaw Reserve that no leases had been approved here, and that all such persons were liable to be forcibly removed at any time.

This action was induced by the recent presentation to this office for approval by Mr. Thomas J. Logan, of two leases purporting to be made by Charley Quapaw, John Medicine, Alphonso Vallier, and James Silk, by *Leander Jackson Fish, their agent and attorney in fact,* to one Nicholas McAlpine (address not given), one being a lease of *general* mining privileges, *unlimited as to time, on the entire Quapaw Reservation,* at a rental payable to said Indians of 5 per cent. of the crude mineral products, or 5 per cent. of the net income derived from the gross mineral products of said lands—the other being a lease of exclusive grazing and herding privileges on all the unoccupied and unimproved lands of the Quapaw Reservation for a term of twenty years from the 1st day of April, 1884, at a yearly rental of $4,000, payable to said Indians, with the right to make such inclosures and improvements as may be necessary for the care of the stock and shelter or protection of the herders employed.

There have also been filed in this office two protests signed by Charley Quapaw, first chief, Alphonso Vallier, Paschal Fish, Frank Vallier, Big George, Richard Buck, John Hunneker, and some fifteen other Indians of the Quapaw tribe, against the approval of a lease alleged to have been obtained from certain of the tribe on the 20th March last, by the Cherokee Live Stock Association or H. R. Crowell, of Baxter Springs, on its behalf, of certain lands west of the Quapaw mission, for grazing purposes, for a term of two years, at a rental of $3,000 per annum, which lease they charge was procured through misrepresentation and compulsion.

Neither of these leases have been or will be approved by the Department, under existing regulations.

In regard to the mining leases. Irrespective of the question of the authority of the Quapaw Indians to act in the matter, which is not conceded, such leases are deemed to be against public policy as subversive of the peace and welfare of the Indians, and are expressly prohibited by Department order of February 7, 1872, which is still in force. (See office letter to Agent Kist, October 16, 1879, on agency files; also section 266, instructions to Indian agents, 1880.)

Under no circumstances will prospecting for oil or minerals of any description by outside parties be permitted on the reservations under your charge, and if any persons are so engaged, whether claiming under leases or otherwise, you will notify them to at once cease operations and leave the reservation, under penalty of being removed by the military, should your police force be inadequate to the purpose. You will advise this office of the existing condition of things in this respect and your action in the matter.

With reference to leases for cattle-grazing purposes, whilst the Department recognizes the right of the Indians to allow grazing privileges on their reservations under the provisions of section 2117, Revised Statu es, it does not recognize their right to lease the lands or create any incumbrance, or in any manner give to parties rights of a permanent nature thereon, and no agreements or leases of the character mentioned will be recognized by the Department to the extent of approving the same. For your information and guidance, I inclose herewith a copy of Department letter of the 25th April, 1883, to Mr. E. Fenlon, as indicating the views of the Department upon the subject, from which you will perceive that grazing privileges can only be recognized when granted by the *proper authority of the tribe, and for* the equal benefit of all. Your attention is also especially drawn to the conditions prescribed by the Department respecting the erection of improvements, observance of the intercourse laws, mode, and manner of payment, forfeiture of privileges, and future action of Congress, in regard to which last-mentioned condition it may be remarked that the whole subject of leasing unoccupied lands for cattle-grazing purposes is now pending before the Senate Committee on Indian Affairs for investigation.

In connection with these leases there has also been presented to this office for approval a power of attorney and contract entered into by the chiefs and councilmen first above mentioned with said Leander J. Fish, appointing him as their attorney in fact for a period of ten years, with unlimited authority during that period to manage all their affairs, adjust all accounts with the United States and all others at Washington or elsewhere, protect their interests in the unoccupied part of the reservation as regards pasturage, timber, and other valuable interests, to lease, contract or otherwise, as in his judgment may seem best, obtain a patent from the United States for their lands, &c., with power to raise money on the credit of the tribe by loan or otherwise for such fees and expenses as may be deemed necessary. Under this power of attorney, Fish has substituted Mr. Thomas J. Logan, as his attorney for a period of six months from April 1, 1884.

Apart from the fact that these powers of attorney and contracts are not prepared and executed according to statutory requirements, and for that reason alone, independent of any other consideration, are not entitled to approval in their present shape, this office does not recognize the necessity for the intervention of any attorney or attorneys on the Quapaws' behalf. Whatever claims they may have against the United States, whether of unsettled account, claim for patent to their lands, or otherwise—whatever grievances they may have by reason of trespass on their lands, or

otherwise—should and can be adjusted by this Department upon a proper presentation of the facts through the Government agent, and without expense to the Indians. Considered upon the merits, therefore, also, the power of attorney and contract with Fish will not be approved by this office.

The facts disclosed upon the papers filed in this office tending to show a condition of affairs upon the Quapaw Reservation in connection with the subjects mentioned, which is not altogether satisfactory to this office, a special agent (Mr. W. H. Robb) has been detailed to make an investigation thereof and is now on his way to your agency. You will please furnish him with all necessary information and assistance in the prosecution of his inquiries.

Very respectfully,

H. PRICE,
Commissioner.

C. D. WILLIAMS, Esq.,
Acting United States Indian Agent, Quapaw Agency,
Seneca, Newton County, Missouri.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 23, 1884.

SIR: I have received by Department reference, the undermentioned papers filed by you on the 3d instant, viz:

1. Power of attorney and contract (without date) executed by Charley Quapaw, John Medicine, Alphonso Vallier, and James Silk, chiefs and councilmen, and Frank Vallier, interpreter of the Quapaw tribe of Indians in the Indian Territory, to Leander Jackson Fish, an adopted member of said tribe, appointing him, said Fish, their attorney in fact, irrevocable, for the term of ten years from date, (1) to manage all their tribal affairs; (2) examine and adjust all accounts of said Indians with the United States and all others, at Washington or elsewhere; (3) to settle all controversies present or prospective in relation to the use or occupancy of their present reservation, with power to protect the unoccupied portion thereof against all trespassers or intruders, in respect of pasturage, timber, minerals and other valuable materials and interests, and with full authority over said unoccupied reserve, touching pasturage, &c., and to make all arrangements in regard to the disposition of the same, lease, contract, or otherwise, as in his judgment may seem best; (4) to secure a patent to the tribe in common for its lands; (5) to employ counsel to assist in procuring such patent and in the removal of trespassers, and prevention of trespasses on their reservation, and to pay such counsel for his services; with full power and authority in the premises, power of substitution, &c., the fees and expenses of said Fish to be paid by the tribe, if it has the means to do so, if not, then he is empowered to secure by loan or otherwise upon the credit of the tribe, such sums of money for ordinary reasonable fees and expenses as may be deemed necessary.

2. An agreement dated March —, 1884, executed in the names of said chiefs and councilmen by said L. J. Fish, as their agent and attorney in fact, with Nicholas McAlpine, granting to him exclusive and general mining privileges without limit as to time, with the right to erect buildings, machinery, &c., on 150 sections of land west of the State line of the State of Missouri, and between the lands of the Senecas and Shawnees, as described in article second, of the treaty between the United States and the Quapaws of May 13, 1833, at a royalty, payable to said Indians or their agent appointed in council, of 5 per cent. of the crude mineral products, or 5 per cent. of the net income derived from the gross mineral products of said lands.

3. An agreement dated March —, 1884, executed in the names of said chiefs and councilmen by said L. J. Fish, as their agent and attorney in fact, with said Nicholas McAlpine, granting him exclusive and herding privileges on all the unoccupied and unimproved lands of the Quapaw Reservation for a term of twenty years from April 1, 1884, at a yearly rental of $4,000, payable quarterly to said Indians or their agent appointed in council; with the right to make such inclosures and improvements on said reservation as may be necessary for care of the stock and shelter or protection of the herders employed; also the right to cut, make, and carry away hay on the premises thereby demised.

4. A petition of certain members of the Quapaw tribe, praying for the issue of a patent to the tribe in common for the lands mentioned in the treaty of May 13, 1883, and for protection against interruption or disturbance from any other tribe or persons whatsoever.

5. Power of attorney, dated March 8, 1884, executed by said L. J. Fish, substituting Thomas J. Logan as his attorney for a period of six months from April 1, 1884, with all the powers and authorities originally vested in him (Fish) in the premises, limited and restricted, nevertheless, as in said substitute power of attorney mentioned.

Aside from the fact that the powers of attorney and contract referred to are not prepared and executed in conformity with statutory requirements, and for that reason alone, independent of any other consideration, are not entitled to approval in their present shape, this office does not recognize the necessity for the intervention of any attorney on the Quapaws' behalf.

Whatever claims the Quapaw tribe of Indians may have under treaty stipulations with the United States, whether of unsettled account, claim for a patent to their lands, or otherwise; whatever grievances they may have by reason of trespass on their lands, or otherwise, should and can be satisfactorily adjusted by this Department upon a proper presentation of the facts through the Government agent for the Quapaws, and without expense to them. For these reasons I decline to approve the powers of attorney which have been submitted.

In regard to the agreements purporting to have been entered into with McAlpine, I will state generally, (1) that mining operations upon Indian reservations by United States citizens are deemed to be against public policy as subversive of the peace and welfare of the Indian tribes, and are expressly prohibited by Department order of February 7, 1872, which is still in force. (2) That whilst the Department recognizes the right of the Indians, when exercised by the proper authorities of the tribe, to allow grazing privileges on their reservations under the provisions of section 2117, Revised Statutes, it does not recognize their right to lease the lands, or create any incumbrance, or in any manner give to parties rights of a permanent nature thereon, and no agreements or leases of the character mentioned will be recognized by the Department to the extent of approving the same. I will add that the entire subject of leasing unoccupied Indian lands for cattle-grazing purposes is now before the Senate Committee on Indian Affairs for consideration.

The papers filed by you and hereinbefore enumerated are herewith returned.

Very respectfully,

H. PRICE,
Commissioner.

THOMAS J. LOGAN, Esq.,
Washington, D. C.

WASHINGTON, D. C., *April* 5, 1884.

DEAR SIR: I have just received information from the Quapaw tribe of Indians by a messenger sent here by them for that purpose, that a lease of a portion of the Quapaw Reserve has been obtained by a *gross and villainous* fraud practiced upon them by parties acting for and being *interested* in what is known as the "Cherokee Live Stock Company," represented by one H. R. Crowell, of Baxter Springs, Kans. The fraud has just lately been discovered by the Indians, and they have taken the present action to prevent the approval of that lease or any other paper that may have been presented to your honor for approval, or that may be presented hereafter by that company, or by any one for that company or for H. R. Crowell.

I have the honor herewith to inclose the protest of said tribe.

Very respectfully,

THOS. J. LOGAN,
Attorney in fact for said tribe by substitution.

HON. SECRETARY OF THE INTERIOR.

[Inclosure.]

SIR: The undersigned members of the Quapaw tribe of Indians, residing on the Quapaw lands granted to the Quapaw Indians under the second article of a treaty between the United States and Quapaw Indians, bearing date May 13, 1883, most respectfully represent that they are of late much disturbed and annoyed by unauthorized persons entering and coming upon their lands and disturbing their possessions and exciting fear and terror in many members of the Quapaw tribe of Indians; and your petitioners further represent that the persons so unlawfully entering upon said Quapaw Reserve have made threats to shoot and kill certain members of said tribe of Indians, if they, the said Indians, should in any way interfere with the possessions so unlawfully obtained and without the consent or knowledge of said Quapaw In-

dians. The undersigned further represent that, on or about the 20th day of March, 1884, notice was given to a few members of said Quapaw Indians to meet at the Quapaw Mission on the Quapaw Reserve. That the notice was given by designing men under the employ of a stock company for the purpose of obtaining a grass lease from said Quapaw Indians. That the notice was not general, but purposely kept from any of the interpreters and other members of the said Quapaw Indians having an equal individual interest in and to the Quapaw Reserve referred to. That said lease was in favor of the Cherokee Live Stock Association, of Baxter Springs, and State of Kansas, or H. R. Crowell; that the lease was not read or explained to the said Quapaw Indians, and that the names of said Indians were placed on the lease without any knowledge or consent of said Indians, said lease being for the period of two years including all lands west of the Quapaw Mission on the Quapaw Reserve; the consideration mentioned in such lease being the sum of $3,000 per annum, payable quarterly in advance; and that when money was handed to said Indians they were told that it was a payment and belonged to said Indians, and that said Quapaw Indians did not have any knowledge of the contents or nature of the document until after receiving the money. That said Quapaw Indians did not take the money with any understanding that it was paid for the purpose of taking a lease. The undersigned further represent that they are ready and willing to return all money thus received of said H. R. Crowell, and most earnestly and solemnly protest against the approval of the honorable Secretary of the Interior to such lease. That the undersigned further represent that under the second article of said treaty they are the owners of said land and are entitled to a patent for the same under provisions of said treaty, and they most respectfully and earnestly request the United States to convey said lands by patent in common as provided in said treaty. The same to be delivered to Leander Jackson Fish, who is a member of our tribe and attorney in fact for said tribe of Quapaw Indians. The undersigned most respectfully ask the protection of the United States against any further annoyance or interruptions by said live stock company or H. R. Crowell.

In witness whereof we have hereunto set our hands and seals this the 31st day of March, A. D. 1884.

CHARLEY (his x mark) QUAPAW,
First Chief.

ALPHONSO VALLIER.
PASCHAL FISH.
FRANK VALIER.
BIG (his x mark) GEORGE.
JIMMIE YOUNG.
FRANK BUCK.
GREEN (his x mark) BACK.

LEANDER JACKSON FISH,
Attorney in Fact.

Witness—
WM. G. ACKMAN.

The Hon. SECRETARY OF THE INTERIOR.

The Hon. SECRETARY OF THE INTERIOR:

The undersigned members of the Quapaw tribe of Indians residing on the Quapaw land granted to the Quapaw Indians under the second article of a treaty between the United States and the Quapaw Indians, bearing date May 13, 1883, most respectfully represent that they are of late much annoyed by unauthorized persons entering upon their lands without the consent of said Quapaw Indians or their agent in fact. And on or about the 19th day of March, 1884, H. R. Crowell, of Baxter Springs, and State of Kansas, obtained a lease for two years, including all land west of the Quapaw Mission on the Quapaw Reserve in the Indian Territory. And further, that said lease was not read or explained to said Quapaw Indians, and that said Quapaw Indians did not understand that they, the said Indians, had signed a perpetual lease at the option of said H. R. Crowell, as the annexed copy of lease would indicate; that they were led to believe that the money at that time paid to said Indians was a payment, and should be so accepted when they, the said Quapaw Indians, were ordered to go in and receive said money. The consideration of which lease will appear in copy herewith attached. The undersigned further represent that at the time of signing said lease they were forced or compelled to sign lease by designing men not members of said Quapaw Indians, and especially employed by H. R. Crowell for the purpose of obtaining said lease from said tribe of Indians. The undersigned further state that they are ready and willing to

return all money thus received from H. R. Crowell, and most solemnly protest against the approval of the honorable the Secretary of the Interior to such lease. And most respectfully request the protection of the United States against any further trouble and annoyance or interruption by said H. R. Crowell.

In witness whereof we have hereunto set our hands and seals this 3d day of April, A. D. 1884.

	RICHARD BUCK.
Attest: RICHARD BUCK.	JOHN (his x mark) HUNKER.
Attest: WM. G. ACKMAN.	WIDOW (her x mark) CEDAR.
	NANCY VALIER.
	TOM CRAWFISH.
	HARY (his x mark) CRAWFISH.
Attest: FRANK VALIER.	WIDOW (her x mark) CRAWFISH.
Attest: FRANK VALIER.	SUSIE (her x mark) CRAWFISH.
	SARAH (her x mark) CRAWFISH.
Attest: WM. G. ACKMAN.	WIDOW (her x mark) DAYLIGHT.
Attest: WM. G. ACKMAN.	MARY L. (her x mark) GREENBACK.
Attest: RICHARD BUCK.	JAMES (his x mark) SILK.
Attest: RICHARD BUCK.	JOSEPH (his x mark) WHITEHEAD.
ALPHONSO VALIER.	JOHN (his x mark) QUAPAW.

QAUPAW RESERVATION, INDIAN TERRITORY,
April 7, 1884.

DEAR SIR: Very much do I regret to be compelled to write you on this occasion. For a long time our Quapaw friends has been led to believe that we had a perfect right in and to a certain tract of land known as the Quapaw Reserve in the Indian Territory; lately we have been caused a great deal of uneasiness on account of strange people forcing themselves upon our reserve, the protests of the Quapaws notwithstanding. When we, the tribe, refuse to be influenced by our agent to lease our reserve for grazing and other purposes, we have been sworn at and called cursed lazy Indians. We are Indians, it is true, and some of our tribe are not much advanced in civilization, all of which could be easily accounted for, you to see the way in which our reserve has been conducted. But although we are of Indian blood, I am only too proud to be able to say to you, the honorable Commissioner of Indian Affairs, that were we allowed to have full and peaceable possession of our land, and handle it as we deem best for our advancement, that we would each and every one of our tribe be comfortably living in decent buildings, and our children well fed, clothed, and educated, instead of being reduced to almost pauperism and nakedness. Very few of our tribe have houses fit for a hog to live in, were the hog to be the property of the ordinary white man. We have timber in abundance and plenty of willing hands to take hold and erect good substantial buildings, if we were to be allowed to do so, and had any assurance of even allowing a patent for our land, and not be kept in constant fear of losing our reserve any day. Our reserve is, I assure you, of good quality of soil, and if we are not all physically able to cultivate all our proportionate share we could hire help, as white peoplo do, and be self-sustaining instead of being a burden to our Government. Thousands of dollars could we realize every year for the grass alone, say nothing of the vast amount of money that a great many, if not all, of our tribe could make, if we were allowed to engage in raising cattle, hogs, sheep, as white citizens do. Our school-house located entirely beyond the reach of our children to attend and board at home, thereby causing the tribe in general double the amount of money it would cost us, if we were allowed the management of the school for ourselves. This extraordinary expense is taken, of course, out of our tribe funds, and large part of it goes to support and educate white children. We do not object to white children attending our school, if we, the tribe, receive the proceeds for the same; but we do object to being imposed upon any longer, as we have for years; a great many of our older people cannot write their own name, but indeed, Mr. Price, these people are not to blame. It is the wishes of our tribe to be educated as white people do their children, and have them fitted to understand business and take care of themselves. We have enough timber wasting and decaying every day to furnish us with all the building material we could saw, but as the saw-mill is located several miles from our timber, we do not receive any benefit from the same. From the annual report of the local Indian agent you will readily see that we have not been regarded as having much, if any, rights on this reserve. The sale of our reserve has been recommended by our agent, Mr. Dyer, and in his reports he has stated it was the wishes and will of the tribe to have our reserve sold and annexed to the State of Kansas, all of which we assure you is false. We do not want to sell our land; we want a patent in common for our land. Then, and not till then, can we feel safe to

make any permanent or valuable improvements. We, the tribe of Quapaw Indians, would pray give this subject due consideration and give us even a few moments of your valuable time, and, if you deem this a subject of an investigation, we would most respectfully request that we be notified in time to gather our people together and let each one speak for himself or herself. Of late it has been the practice of inspectors to go to the agency and, spending several days strictly in companionship of our agent, and taking a few pleasant rides over our country, without giving any notice of his presence in the country, he returns to the city of Washington without ever hearing a single word direct from the mouth of any member of our tribe on our reserve. Though we have been shamefully treated for several years past, we feel that it is not wishes or intentions of the Department to deal wrong or unfairly with us. We have repeatedly applied to you through our local agent, Mr. Dyer, but that was the last we ever heard of it; but now we see plainly that to your generosity alone we must go for protection, and trust that you will give us an opportunity to show you and all our white friends in Washington that we can be self-sustaining if we are only given half a chance. Our attorney in fact, Leander Jackson Fish, who is a member of our tribe, will deliver this letter to you, and who can more fully explain our general condition.

Hoping you will pardon us for taking so much of your valuable time and that we will hear from you soon, we are yours, most respectfully,

ALPHONSO VALLIER,
FRANK VALLIER,
Interpreters.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, Indian Territory, April 22, 1884.

SIR: In answer to that portion of office letter "L" 6415, April 18, 1884, relative to prospecting for oil or minerals on any reservation under this agency, and directing me to notify any such persons to at once cease operations and leave the reservation, I have the honor to state that no mining or prospecting has ever been attempted for oil or mineral of any description whatever on any reserve under this agency within four years past.

The remaining subjects of the letter regarding leases of the Quapaw lands, powers of attorney, &c., are now undergoing investigation at the hands of Special Agent W. H. Robb, together with all assistance and information that can be furnished him by this office.

Very respectfully, your obedient servant,

G. D. WILLIAMS,
Acting Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

QUAPAW AGENCY, 4, 26, '84.

SIR: After leaving Washington on the 16th instant, I arrived here on the 19th, since which time I have been working here under instructions, but am not yet done.

Respectfully,

W. H. ROBB,
Special Agent.

Hon. H. PRICE,
Commissioner, Washington, D. C.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, Indian Territory, June 17, 1884.

SIR: Mr. H. R. Crowell, of Baxter Springs, Kansas, lessee of one-half of the Quapaw Reserve, requests this office to ascertain whether his lease will be allowed to stand. The terms of said lease are $3,000 per annum, payable quarterly in advance, one payment having been made; the second is due July 1st, and prior to making it he desires to know if he will be allowed to occupy the land for grazing purposes during the next three months.

Very respectfully, &c.,

G. D. WILLIAMS,
Clerk in Charge.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

To the Commissioner of Indian Affairs:

SIR: Following instructions, bearing date April 17, 1884, in which I am directed to inquire into the facts concerning certain leases of lands on the Quapaw Reservation and hear and learn of complaints of the Quapaw Indians, and to report to you my findings and recommendations, I beg leave to submit the following:

That on the 19th day of April I arrived at the agency and immediately entered upon the work. On the 24th day of April I called upon the chief men of the tribe to meet me at the Quapaw mission, at which time and place I examined them separately touching the several matters to be inquired into, and reduced the substance of their statements to writing, and the same is herewith reported and referred to, marked "Statements of Indians made at the Quapaw mission."

At this meeting I used Alphonso Vallier as interpreter.

After I was done with this examination I consulted the Indians as to their desire for a further conference, and they expressed a desire to hold an open council on the 29th day of April on the premises of Frank Vallier, and that I should be present, and not being able to get an earlier meeting I consented.

Under this arrangement I met with them and informed them of the things I desired to know about. At this meeting Alphonso and Frank Vallier both acted as interpreters, both members of the tribe. Most of the men expressed themselves, and the substance of their statements I reduced to writing, and the same is herewith reported, marked "Statement of Indians in open council."

I have made general inquiry concerning the character and conduct of L. J. Fish, and the probable motives in joining the Quapaws, &c.

I have made personal inspection of the reserve as to occupancy under all leases, &c., and have taken the statement of J. C. Naylor and H. R. Crowell, which are also reported herewith.

After carefully reviewing all the statements, and from personal observation and all sources of information I could use, I submit as findings of facts the following:

Relating to the McAlpin-Fish leases.

I find there is no occupancy under them, and there is no present attempt to occupy.

Relating to the Crowell lease.

I find that some time in March, 1884, H. R. Crowell was instrumental in calling a council of the Quapaws at the Mission House on the Quapaw Mission, with the intention of procuring a lease of land for grazing purposes. That Mr. Crowell there met the Indians in council and the subject was talked among the Indians. Mr. Finnerty, who is connected with the school, was present, and John Early, one of the Ottawa tribe, was there and working in the interest of Crowell. A. A. Whiting, formerly connected with the Mission, was also present and favored leasing, although he does not seem to have been very active. John Medicine, Second Chief Jack Fish and Frank Vallier were not present. After the lease was interpreted to the Indians, Alphonso Vallier, acting as interpreter, the Indians present unanimously consented, but some gave only reluctant consent.

Crowell was present and ready to pay $750 as first payment on the lease, and I have no doubt the presence of the money had an influence upon the Indians in procuring their consent.

The primary object of the lease was to make money, but the compensation was a fair and reasonable one, and was intended for the benefit of all the tribe except Jack Fish. Crowell wanted to treat fairly with the Indians and pay reasonably for any privileges, but wanted a basis upon which to make investments in cattle and be safe, and pursuing this object I think he used his superior knowledge to induce the Indians to sign the lease.

This lease embraces all the reservation lying west of a line parallel with the west line of the Mission farm, and is now inclosed with wire fence and occupied by the Cherokee Live Stock Company, the members of which are H. R. Crowell, Robert Milne, J. C. Perkins, and B. L. Naylor, of Baxter Springs; J. M. Preston and Charles W. Daniels, of Chicago.

Relating to the Naylor lease.

I find that one J. C. Naylor who has been interested with the Cherokee Live Stock Company, wanted a lease on the reserve for grazing purposes, and applied to Frank Vallier for aid in getting it, but failed to interest him.

Afterwards he applied to John Honka (or Hunneker) one other of the tribe, and from him obtained a lease, a copy of which is attached to the statement of J. C. Naylor. This lease was not understood by Honka, and was not intended for the benefit of the tribe. Under this lease Naylor inclosed about 600 acres of land on Tar Creek,

west of the Quapaw Mission farm, and joined the fence to that belonging to the premises of Jack Fish, and the Fish premises were used in connection with the Honka lease. The facts concerning this lease were not known to the Indians generally. Sixty dollars rent were paid to Honka and he used it himself. (See statement of John Honka in open council, page 44.)

The Crowell fence now surrounds this lease or tract. Several lots are fenced and used in connection with this, and they have erected a temporary barn or stable for the shelter of horses, near the house of Jack Fish, and the cultivated land and house claimed by Jack Fish is now used by said Naylor and said live stock company.

Soon after Jack Fish was put out of his possessions this man Naylor, by tacit consent, at least, of Jack Fish went into possession of the Fish premises, and used them; he paid Jack a little money for such use, up till last year, when he claims to have purchased the whole improvements from Jack's wife and her father. She and Jack were not then living as man and wife, and have not done so since.

Since this pretended purchase Naylor has not recognized any claim Jack has, and has ordered him to keep away.

This embraces all the facts concerning the leases that I have been able to gather.

Relating to the said Jack Fish.

I find that his reputation for truth is bad, and his reputation for business integrity is equally bad, and that the prevailing opinion is that his motive for joining the Quapaws was a sinister one. I find he has never resided on the reservation since his adoption, although the Chief Charley and others here requested him to do so. I find that he induced the Quapaws to adopt him under promises that he could and would attend to all their business. I find that his presence and influence with them has not resulted in any good to the tribe, his conduct and example have not been worthy of a following; he does not labor, does not keep his promises, occasionally uses intoxicating liquor; he shows no habits of industry and thrift.

In regard to his influence over the tribe and their confidence in him, I find neither exists with any permanency. He obtained the power of attorney referred to by telling the Indians they had a large amount of money due them from the Government, but were about to lose it, and it was necessary to give him this power and he could save it for them, but only a few days had passed till they revoked the power, so unsteady was their confidence in him. He was probably used by other designing men who seek through him to make money out of the Quapaws. He aspires to leadership and control of the tribe. He has but little learning and has not the intellectual ability to plan or execute schemes of plunder, but has the cupidity, and undoubtedly could be used by designing men. He has some excuse for not living with the tribe for the last year; he had an improvement on the reserve but was unable to get possession of it.

Relating to the confidence the Indians place in Jack Fish, I find their action toward him can be accounted for more through a hope that something good might come to them through such action than through any confidence they had either in his integrity or ability.

This tribe of Indians are very much discouraged and demoralized. For some reason they have for years had no confidence in the good intentions of the agents, and have doubted the friendliness of the Secretary and Commissioner. They complain that they could get no response from the Commissioner when they would appeal to him, and they suspicion that their letters never reached him.

Some years ago the citizens about Baxter and Seneca had a rumor that this reservation was about to be opened for settlement, and they went night and day pouring into the reserve until within twenty-four hours there was a claim made on every quarter section in the reserve, or substantially so. This greatly alarmed the Indians, and notwithstanding these squatters were summarily removed by the military it has greatly unsettled the Indians. The Indians are told that there is an organization of white men at Baxter Springs who have a plot of the whole reserve and each quarter section assigned to some individual, and are constantly watching the first opportunity to seize upon the lands, and this is true, I am told. They are impressed with the idea that the Government is withholding the patent for their lands, and by some means they have gained the impression that if they had the patent that Congress could not take the title away from them. With this feeling of unrest and doubt, and in their ignorance, they have naturally sought counsel from outside parties, and this is the source of much of their trouble. Numerous parties have only been too glad to council with them, and try to obtain their confidence and through this some advantage. I learn they do not work and try to accumulate as much as they once did, and the most intelligent reason assigned is that they do not know that they will be allowed to keep what they have, or may have.

Another result of this outside counsel is the building up of factions among them and then strife for supremacy, so that what one council may do to-day almost the same council to-morrow may be just the reverse; for this reason it is difficult to discover just what policy they want to pursue in relation to

The general subject of leasing.

I conclude, however, that the feeling would rather favor leasing for grazing purposes if they could be assured that the lessees had no designs further. Just now there is a warm discussion among them relating to this Crowell lease. It seemed pretty satisfactory to them until some one or more persons, Jack Fish among the rest, got out the impression that this stock company was intending to extend the railroad through the reserve, lay out a town, build cattle-yards, &c., and that they would never get possession of their land again, but this excitement is dying out. You will see they are unanimous in the opinion that the Government farm should be controlled by the Indians.

Recommendations.

In view of all the foregoing I venture to make the following suggestions relating to

L. J. FISH.

In view of the fact that he has been kept out of his improvements unjustly, as I think, I would allow him to take possession of them at once, crop and all, without reference to any lease or purchase by Naylor or the stock company or anybody else, with right of ingress or egress over the lease of the said company, and that he have the right to pasture *his own* stock within the limits of said lease, &c., but with the distinct and emphatic understanding that he will *work*, and remain and reside upon the reservation, and not be guilty of any immoral conduct, and upon failure of any of these conditions that he shall forfeit his adoption, and remove from the reservation.

NAYLOR LEASE.

As this is now embraced in the Crowell lease, and the Cherokee Live Stock Association is controlling all of it, I would require said Naylor, or the said company, to at *once* put L. J. Fish in possession of his premises, with the privileges I have already indicated, and pay the said Fish $50 damage for wrongful detention of the premises during the summer of 1883, and I would not permit them to make any contract with said Fish that was not approved by the agent. In case Fish is not permitted to remain on the reservation I would require the said Naylor, or said stock company, to pay said Fish $200, and own the house belonging to Fish.

CROWELL LEASE.

In view of the fact that this contract was generally agreed to, and that the price paid is full, if the conditions as to the Fish property are complied with, and the lessees properly conduct themselves, I would not remove the posters at present. There has been $750 paid in good faith, I believe, and I believe the $3,000 per annum is largely in excess of what they have been receiving for grazing on *all* the reservations, and the prevailing feeling among the tribe is that the lease should stand for two years, but I would require the payment to be made through the agent.

In conclusion I would suggest that the confidence of this tribe should be restored, if possible, and that the agent urge them to *work*. I told them you were very kind to them, and wanted them to have happy homes for them and their children, but it grieved you to hear they did not work good and would sometimes get drunk.

All of which is respectfully submitted.

W. H. ROBB,
Special Agent.

MAY 3, 1884.

I think it would be well to make it plain to the Indians how they have only 56,685 acres of land now, and how the balance was disposed of, and how the money was accounted for.

STATEMENTS OF QUAPAW INDIANS MADE TO SPECIAL AGENT ROBB AT THE QUAPAW MISSION, APRIL 24, 1884.

Statements of Charley Quapaw, first chief, relating to the Crowell lease.

We have been so much bothered about leasing that we got all confused and did not know what to do. We met here at the Mission. The interpreter read the lease to the Indians and told them it was not good, not closed; but the man came up and paid about $750, and of course the boys were hard up, and took the money and signed the lease. After they found out the tribe wanted to be honest with the man, but he was not at all, but was trying to beat the Quapaws out of their lands, I protested and expected that lease to be done away.

After the lease was made I heard it was an everlasting lease, and I and the tribe understood it was only for two years.

Jack Fish never lived with us on the reservation. We did give him power of attorney. We heard there was a good deal of money back the Government owed us. We hear Jack has hired Logan to help him, and we have no money to pay for this kind of business. Jack made us believe there was a good deal of money back, and then we gave him the power of attorney.

We have no money to pay out for that kind of business, and we have had no satisfaction about the back money. Jack called a council, and told the tribe he wanted to go to Washington and stop this Crowell lease; but we had no money to pay him, but we are told he went anyway.

When he got ready to go he told Alphonso Vallier and me that we must be ready, for he would get a free pass and have us come to Washington and explain to the Commissioner. We have tried to get Jack to live with us, but he never would; he wanted to live in town. My understanding was that Jack was to do our business for his adoption, and did not think he could charge us.

I did not know anything about the leases to McAlpin. Jack tried to make lease for mining through some men at Kansas City, and I told him if he did not stop talking to the boys that way I would have his papers thrown up. This was last summer.

We have small land and we know we got title, but it looks like the white men are more than willing to get hold of it. It looks like they work day and night to get it, and always crowding us.

Frank Vallier.

CROWELL LEASE.

I was not present when the Crowell lease was signed; there were three or four others who were not there, and never signed the lease, and no one had a right to sign it for them. The second chief was one of them. Afterwards I went and got the lease, and I asked the Quapaws if they knew what they were doing, and they said the lease was for two years as they understood, and was not perpetual. I asked them if they knew how to break it. I told them I could tell them. I drawed up a protest, and we got more names to the protest than they had to the lease.

Crowell paid $750. I and Jack were left out; all the others got. Crowell is fencing. Jack never told me about the McAlpin leases; that is a new wrinkle on my home. I want the Crowell leases annulled and Crowell removed.

GOVERNMENT FARM.

I think the Quapaws ought to lease the farm and collect the rents; the niggers are not doing good.

JACK FISH.

I understood there was annual appropriations for school and blacksmithing, and if Jack had the power of attorney he could look up all that business; we have to go 16 miles for blacksmithing.

Statement of Paschal Fish, made at Quapaw Mission, Apr. 24, 1884.

CROWELL LEASE.

We met at the mission. I did not understand what was going on. I knew it was something about a lease, but I thought we could not lease. I thought it was not legal. I got some of the money, $15.50. They did not read the lease. I think Crowell did not make it plain to us, but I think he ought to have his money back. I think John Early did not do right. I think he worked for Crowell, and not for the Quapaws.

JACK FISH.

We wanted Jack Fish to break this lease, and wanted to get a patent for this land

Statement of John Honka.

CROWELL LEASE.

I signed the Crowell lease. I understood he wanted for two years, and pay us $3,000 per year. I did not understand it ran longer. I got $15.50. I think he ought to be allowed to use the land to get his money back.

JACK FISH.

Jack Fish has not lived with us. We asked him to, but he has lived most of his time at Baxter.

GOVERNMENT FARM.

I think the Indians ought to rent the Government farm, and collect rents.

Statement of Alphonso Vallier, April 24, 1844.

CROWELL LEASE.

I was at the council when the Crowell lease was given, and I acted as interpreter. Crowell had writing, but I saw he wanted to fence in about 9 miles long and 6 miles wide, and I objected, because it was too much. Crowell said he wanted to make the lease if the boys were willing. They then got up another article, and it was to commence at the west end of the mission farm and run to the west end of the reserve, and all the way across it. I still objected, because I did not think it was legal, but he paid $750, and the boys let him have it. I took my share of the money. I think Crowell knew it was not legal, and I think he ought to be stopped now. The Quapaws have no money to pay him back. About a week after this Frank Vallier got up a protest, and said we must not lease that way ; the Government would not allow it. So we signed the protest.

JACK FISH.

The boys thought it was necessary to give a power of attorney. I did not think it was, especially an adopted man. It was against the usage of the Quapaws, but to keep out hard feeling I signed. I never heard of the McAlpin leases till to-day, when Agent Robb told me.

Jack never lived with us. I think the Indians ought to lease the Government farm and collect rents

Statement of Big George at the mission, April 24, 1884.

CROWELL LEASE.

I signed the Crowell lease; I thought it was for two years; I took my share of the money ; I want the lease to run two years, but no longer.

JACK FISH.

I think Jack ought to be our attorney.
I never heard of the McAlpin lease till to-day.

GOVERNMENT FARM.

I think we ought to have a good white man on the farm, and not negroes.

STATEMENT OF INDIANS IN OPEN COUNSEL AT THE HOUSE OF FRANK VALLIER, APRIL 29, 1884, IN THE PRESENCE OF AND TO SPECIAL AGENT W. H. ROBB.

Statements of Charley Quapaw.

We have been bothered so much about leasing, but we don't want to make any mining leases. This land belongs to the Quapaws, and we want to live on it, and don't want to be drove around like a dog from place to place.

Statement of Frank Vallier.

I want the tribe to have the patent for the land as provided for in the treaty of 1833.

CROWELL LEASE.

Crowell called the council and paid money on his own account. I want him off, and if we see fit to pay him money back we will do it. I never asked for my share, and never got it.

M'ALPIN LEASE.

I don't want the McAlpin lease to stand.

NAYLOR LEASE.

I was present when John Honka made lease to J. C. Naylor. Honka came to me and said he did not want to sign it, and I told him that was right, for the Quapaws did not want to make any leases, and I went away. It was at Crowell's bank, in Baxter. I then went away, and thought it was all right, but John told me afterwards that he signed the lease.

Statement of James Silk.

CROWELL LEASE.

If the Crowell lease is going to do good I want it to stand.

PATENT.

I want a patent for the lands, but I want the agent still to protect us.

GOVERNMENT FARM.

I think we ought to be allowed to control the farm.
Wants blacksmith shop near Charley Quapaw's spring.

Statement of L. J. Fish.

I would like to have the possession of my farm and the improvements. The Crowell lease covers it, and I cannot get it. I went there to live, but before I knew it I was put out.

Agent Kirt told me to select a place, I think it was in 1880, and I asked him to go with me, and he did, and we selected a place, and I went to work and built me a house and broke out some land and thought I was all right, but when Agent Dyer came he told me I was not recognized by the Commissioner as a Quapaw, and I had better get away and take my improvements or they might get burned up.

J. C. Naylor tried to get me to give a lease, and I told him the Quapaws did not want to give a lease. He afterwards obtained a lease from John Honka, and fenced in about 600 acres of land and it took in my improvements; he then told me I had better keep away from there or he would shoot me. This was about nine months ago. I saw we were going to have trouble and I went to McAlpin; he is a friend of mine, lives at Wyandotte, and I made the leases to him for the protection of the Quapaws. I took a writing back from him showing that nothing should be binding unless agreed to by the Quapaws in council. These leases were not intended to be used.

CLAIMS AGAINST THE GOVERNMENT.

The Quapaws think they were to have 150 sections of land and they have only 56,000 acres now, and they only know about 12 sections sold on the Kansas line and about 18 sections to the Peorias, on the west end of the reservation, and they think they have a claim against the Government for the rest of the 150 sections. The Indians don't know when or how the money for the land sold to the Peorias was paid nor whether it was ever paid. They do not know how or when they received the money for schools and blacksmithing, and it was mainly for the purpose of having these matters looked up that the power of attorney was given me.

Statement of John Honka.

THE NAYLOR LEASE.

I leased 140 acres to J. C. Naylor for five years, at $60 per year, about a year or more ago.

Charlie Laberer came down after me, and I went up to Baxter's. I did not go to the bank, but Naylor came to me and got me to go. I signed the lease, Preston signed it, and Charley witnessed it. I did not get a copy. I got $60 and used the money myself for groceries and clothing.

CROWELL LEASE.

I am like the rest, I think the Crowell lease ought to stand two years.

GOVERNMENT FARM.

I think the Indians ought to have the management and rent of the Government farm.

Statement of J. C. Naylor concerning premises of Jack Fish and the Naylor lease.

I made a lease with John Honka, a Quapaw Indian, last summer, for about 600 acres of land on the Quapaw reserve, for the benefit of the Cherokee Live Stock Association. I was to pay him 10 cents per acre per year, as long as we used it, or for five years; am not certain; have not the lease at hand just now; the object in getting it was to make a corral for the stock, and some shelter for the herders, and I took the lease from the Indian because we thought the Indians would respect it, and would not if it was all in the whites' name.

We aimed to fence in about 600 acres, but think we did not fence quite that much. I paid John $60 on the lease. It is now included in what is known as the Crowell lease. Jack Fish was there the day I commenced fencing, and I insisted on him showing me where his pretended claim was, and he did.

Dr. Gregg, of Baxter City, was with Jack. I bought the Jack Fish improvements from his wife last summer, or rather it was this way: I was ranching on Tar Creek. Jack claimed the improvements as having made them as an Indian about the time of the Payne raids, but the agent put Jack off the premises, and I then went there at the solicitation of Jack to keep his place, from being destroyed, and paid him rents from time to time until about June last. I then received word from W. O. Parks, (Jack's father-in-law) that he owned the premises and for me not to pay Jack any more rents. I went to see Parks and he held an assignment from Jack's wife of all her interest in the premises, and I bought from Parks and paid him $110. I had learned that Parks had furnished the money that made the improvements, and Jack had always told me that the premises were his wife's property. I am in possession, using the premises, cultivating the 5 acres of ground, and occupying the house, which is a board house about 14 by 18, one story.

Signed this 1st day of May, 1884.

J. C. NAYLOR.

A copy of the lease is hereto attached.

Articles of agreement made and entered into at Baxter Springs, Cherokee County, State of Kansas, this seventeenth day of July, 1883, by and between John Hunk, of the Quapaw tribe of Indians, residing on the Quapaw Reservation, Quapaw Agency, Indian Territory, party of the first part, and J. C. Naylor, a white man, and citizen of the United States, of Cherokee County, State of Kansas, farmer by occupation, party of the second part, witnesseth:

That the party of the first part agrees to rent his farm, situated on Tar Creek, in the Quapaw Reservation, and containing six hundred acres of arable land, to the party of the second part, for a period of one year, from the seventeenth day of July, 1883, to the seventeenth day of July, 1884, on the following terms and conditions, viz: The party of the second part agrees to cultivate, work, and raise grain and other crops upon said farm, and agrees to pay to the said party of the first part, one-third (⅓) of all the grain and other crops produced on the aforesaid farm; the work to be done in a good and workmanlike manner, and the grain and other crops to be harvested and cribbed or housed by the party of the second part, to the full satisfaction of the said party of the first part. The said party of the first part agrees to give the party of the second part the privilege of breaking up and opening, for farming purposes only, as many acres of raw land as he can work in addition to said farm, for which he is to pay sixty dollars rent, for the term of one year.

The said party of the second part further expressly agrees to render to the said party of the first part a full and true account of all crops raised on said land, and that he will not unnecessarily cut or waste the timber thereon. The said party of the second part further agrees that, in case of his failure to comply with all the terms hereof, then, and in that event, the United States Government may treat him as a settler upon Indian lands without right, and, through its officer or agents, remove him and his property from said land and from said Territory without notice.

In witness whereof the said parties have, to duplicate parts of this agreement, set their hands and seals the day and year first above written.

JOHN (his + mark) HUNK.
J. C. NAYLOR.

Sealed and delivered in presence of—
CHARLES LABECHI.

Statement of H. R. Crowell.

I am the person who obtained a lease of land from the Quapaw Indians for grazing purposes March 19, 1884. I had tried before that to obtain a lease, and at one time, about a month previous to this, went with Jack Fish and Mr. Preston to Chief Charley for this purpose, but failed to accomplish anything. Jack seemed anxious to help me. I then got John Early, an Ottawa Indian, to see if he could obtain the lease for me, but I had not much hopes until I was requested to meet the Quapaws in council at the Mission on the 19th of March last. I met them there. I told them I was willing to take a lease at 10 cents per acre if they wanted to lease. I then waited about one hour for them to talk among themselves; I did not know what they were saying. They then proposed to lease me all their lands west of the Mission farm at $3,000 per year, payable quarterly in advance. I wanted it for five years, but they were afraid I could not pay the rent, and wanted it for two years, with the privilege of keeping it as long as I kept the rents paid promptly. So the lease was drawn that way. A copy of the lease is hereto attached. I wrote the lease in an adjoining room in duplicate. The Indians, meantime, were making out the pay-roll, which is attached to the lease.

Alphonso Vallier acted as interpreter for them, and he took the lease and consumed about one hour in reading the lease and interpreting it to the Indians, and they then signified their willingness to sign the lease, and in my presence they signed it. Professor Finnerty, A. A. Whiting, and John Early were also present.

Charley Quapaw and Alphonso Vallier made out the pay-roll and reported fifty names. I acted upon this and supposed it was correct. I did not know all the Indians personally, and did not know how many there were. I knew Jack Fish, but I was informed they did not recognize him as a member of the tribe. I paid them, as per pay-roll attached, $15 per capita, but after the payment was made they discovered that there was in fact only forty-eight; so I paid them more, making $15.45 per capita. I did not know at the time that John Medicine was not present. I had nothing to do with the signing by the Indians. I saw them sign the lease, but I did not know John Medicine nor who signed the lease for him. I am hard of hearing or perhaps I would have discovered that John Medicine was not there.

I took the lease myself, but have since transferred it to the Cherokee Live Stock Company, the members of which are myself, J. M. Preston, of Chicago, Ill.; Charles W. Daniels, Chicago, Ill.; Robert Milne, Baxter Springs; J. C. Perkins, Baxter Springs; B. L. Naylor, Baxter Springs. I am the largest shareholder, and I am both secretary and treasurer. I have inclosed the land with wire fence.

H. R. CROWELL.

MAY 2, 1884.

Articles of agreement made and entered into at the Quapaw Mission, in the Quapaw Reservation, Indian Territory, on the 19th day of March, 1884, by and between Charles Quapaw and the Quapaw tribe of Indians, located in the Indian Territory, of the first part, and H. R. Crowell, of the State of Kansas, of the second part.

The parties of the first part, for the consideration of three thousand dollars to them in hand paid by H. R. Crowell at the times hereinafter stated, have leased and rented, and by these presents do lease and rent, unto H. R. Crowell all that tract of land lying and being in the Quapaw Reservation and described as follows, to-wit: Beginning at the Miami Reserve, where said reserve joins the State of Kansas, thence east along the State line of Kansas to a point where a north and south line will strike the Quapaw Mission, and thence run due south to the north line of the Peoria Reserve. Said leased line to leave Quapaw Mission out, or east of it, being the entire west part of said Quapaw Reservation.

To have and to hold the said tract of land unto the said H. R. Crowell for grazing purposes for the term of two years from the date of this lease, with the privilege of renewal every two years as long as said H. R. Crowell makes said payments as agreed upon.

It is further agreed that said R. H. Crowell may fence said land and make such improvements as may be necessary to carry on a general live-stock business.

It is further agreed that said H. R. Crowell is to make the payments for this lease as follows: Seven hundred and fifty dollars at the date of this and seven hundred and fifty dollars every three months thereafter, begining April 1st, 1884.

It is further agreed that said H. R. Crowell may take his fences and improvements away at any time he wishes to give up said land, said fences and improvements being his exclusive property and under his sole control.

Witness our hand this 19th day of March, 1884.

Witnesses' names.	Signers' names.
M. FINITY.	CHARLES (his x mark) QUAPAW.
M. FINITY.	JOHN (his x mark) MEDICINE.
M. FINITY.	JOHN (his x mark) HUNKER.
M. FINITY.	JAMES (his x mark) SILK.
M. FINITY.	ANTWINE (his x mark) GREENBACK.
M. FINITY.	JOHN (his x mark) QUAPAW.
M. FINITY.	BIG (his x mark) GEORGE.
M. FINITY.	TOM (his x mark) CRAWFISH.
M. FINITY.	WIDOW (her x mark) CRAWFISH.
M. FINITY.	WIDOW (her x mark) CEDAR.
J. W. EARLY.	WIDOW (her x mark) DAYLIGHT.
J. W. EARLY.	FRANK (his x mark) BUCK.
J. W. EARLY.	JOSEPH (his x mark) WHITEBIRD.
J. W. EARLY.	RICHARD BUCK.
J. W. EARLY.	ALPHONSO VALLIER.
J. W. EARLY.	PASCHAL (his x mark) FISH.
J. W. EARLY.	JIMMIE (his x mark) YOUNG.
J. W. EARLY.	DICK (his x mark) QUAPAW.
	H. R. CROWELL.

This is to certify that I, as interpreter of the Quapaw tribe of Indians on the Quapaw Reserve, Indian Territory, met with the tribe at the time they signed a lease of a tract of land to H. R. Crowell, of Kansas, and that I duly interpreted said lease to them so that they individually understood what they were signing; and all agreed and did sign said lease in my presence and in the presence of others.

ALPHONSO VALLIER,
Acting Interpreter.

QUAPAW MISSION, INDIAN TERRITORY, *March 19th*, 1884.

	Man.	Woman.	Boy.	Girl.	Total.
Chief Charley Quapaw	1	1	1	1	4
John Medicine	1	1	1	.....	3
John Hunker	1	1	1	.....	3
James Silk	1	1	2	.....	4
Antwine Greenback	1	1	.....	2	4
John Quapaw	1	1	1	2	5
Big George	1	1	1	.....	3
Tom Crawfish	1	.....	1	.....	2
Widow Crawfish	.....	1	1	2	4
Widow Cedar	.....	1	.....	.....	1
Widow Daylight	.....	1	1	.....	2
Frank Buck	1	.....	.....	.....	1
Joseph Whitebird	1	1	.....	1	3
Richard Buck	1	.....	.....	.....	1
Alphonso Vallier	1	.....	.....	.....	1
Frank Vallier	1	.....	3	.....	4
Paschal Fish	1	.....	.....	.....	1
Jimmie Young	1	.....	.....	.....	1
Dick Quapaw	1	1	.....	.....	2
Total	.....	.....	.....	.....	49

We, the undersigned, have this 19th day of March, 1884, received the sums set opposite our respective names, being in full for three months' rent of the Quapaw leased land:

Witness.	Names.	No. in family.	Amount received.
George Flint	Charles (his x mark) Quapaw	4	$60 00
George Flint	John (his x mark) Medicine	3	45 00
George Flint	John (his x mark) Hunker	3	45 00
George Flint	James (his x mark) Silk	4	60 00
George Flint	Antwine (his x mark) Greenback	4	60 00
George Flint	John (his x mark) Quapaw	5	75 00
George Flint	Big (his x mark) George	3	45 00
George Flint	Tom (his x mark) Crawfish	2	30 00
George Flint	Widow (her x mark) Crawfish	4	60 00
George Flint	Widow (her x mark) Cedar	1	15 00
George Flint	Widow (her x mark) Daylight	2	30 00
George Flint	Frank Buck	1	15 00
George Flint	Joseph (his x mark) Whitebird	3	45 00
George Flint	Richard Buck	1	15 00
George Flint	Alphonso Vallier	1	15 00
George Flint	Paschal (his x mark) Fish	1	15 00
George Flint	Jimmie (his x mark) Young	1	15 00
George Flint	Dick Quapaw	2	30 00

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, August 8, 1884.

SIR: Referring to so much of your report of grazing lands made by the Quapaw Indians to H. R. Crowell, in March last, your attention is directed to office letter of instructions to you of 17th April last (pp. 11, 12, 13), and particularly to the copy of Department letter of April 25, 1883, to Mr. E. Fenlon, therewith inclosed, as indicating the views of the Department upon the general subject, and which will govern you in any action to be taken by you in the matter.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

WILLIAM H. ROBB, Esq.,
Special Agent, Quapaw Agency, Seneca, Newton County, Missouri.

MISCELLANEOUS.—INDIAN TERRITORY.

CHICAGO AND LAKE SUPERIOR RAILROAD COMPANY,
Saint Louis, Mo., November 23, 1883.

MY DEAR SIR: I address you for the purpose of inquiring if the Indian Nations on the different reservations in the Indian Territory can, by authority of their chief and council, *lease* any portion of their reservation to outside parties from the States, or elsewhere, for *cattle ranges* or other purposes, and would such lease, given by the chief of the Nation, be valid, and not in conflict with the Revised Statutes of the United States or the treaties with the Indians. * * *

Most respectfully,

WM. R. CHADSEY,
No. 2612 *La Clede Avenue, Saint Louis, Mo.*

Hon. LAND COMMISSIONER,
Department of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
January 30, 1884.

SIR: Your letter of the 23d November last, addressed to the honorable Commissioner of the General Land Office, has been referred to this office.

In reply to that portion which inquires whether the Indian nations on the different reservations in the Indian Territory can, by authority of their chief and council, lease any portion of their reservation to outside parties from the States, or elsewhere,

for cattle ranges or other purposes, and whether such leases would be valid, and not in conflict with the Revised Statutes of the United States or treaties with the Indians, I have to say that outside of the five civilized tribes, viz, Cherokees, Creeks, Choctaws, Chickasaws, and Seminoles, who under the several treaties with them have full jurisdiction over their respective territories and regulate their own internal affairs, there is no provision of law authorizing the Indian tribes in the Indian Territory to lease their reservation lands to citizens of the United States for cattle ranges or other purposes. On the contrary, section 2116 of the United States Revised Statutes expressly prohibits the making of any grant, lease, or other conveyance of lands or of any claim or title thereto by any Indian nation or tribe of Indians, unless by treaty or convention entered into pursuant to the Constitution.

Whilst certain of the Indians resident in the Territory, not included in the five civilized tribes above mentioned, have assumed to grant leases of lands to United States citizens for grazing purposes, such leases have not received the authoritative approval of this Department. The attention of Congress was called to the matter by the honorable Secretary of the Interior in his annual report for 1883, with the recommendation that some system be provided by which the unoccupied lands could be leased for the benefit of such tribes.

The remaining portion of your letter, as to permits to trade in the Indian Territory, will be answered by the division of this office to which it appropriately belongs.

Very respectfully,

H. PRICE,
Commissioner.

WILLIAM R. CHADSEY, Esq.,
2612 *La Clede Avenue, Saint Louis, Mo.*

LAWRENCE, MASS., *February* 5, 1884.

SIR: I have been informed there are Indian trust lands, which can be leased for grazing purposes. If there are such lands, will you kindly inform me of their location and what steps to take to obtain a lease.

Hoping to hear from you soon, I am, very respectfully,

MATHER H. HOLMES,
Lawrence, Mass.

COMMISSIONER OF THE GENERAL LAND OFFICE,
Washington, D. C.

GENERAL LAND OFFICE,
February 9, 1884.

Respectfully referred to the Commissioner of Indian Affairs through the honorable Secretary of the Interior.

N. C. McFARLAND,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 14, 1884.

SIR: In reply to your postal card inquiry of the 5th instant, addressed to the Commissioner of he General Land Office, and referred through the Department to this Bureau, I have to say that I know of no "Indian trust lands" which, under existing laws, can be leased by citizens of the United States for grazing purposes.

Very respectfully,

H. PRICE,
Commissioner.

MATHER H. HOLMES, Esq.,
Lawrence, Mass.

OCCIDENTAL HOTEL,
Paxton, Ill., March 18, 1884.

DEAR SIR: Please inform me whether a lease with any of the tribes in Indian Territory for ten years will be respected by United States, and whether individual Indians have the right to choose parts and have it inclosed and lease the same for ten years any time; if so, what Indians? Can you inform me where there is good grazing not already leased. Please send me maps of Indian Territory showing grazing lands, timber, streams, and hills, and tribes and boundaries, add any reports that I may ob-

tain information about the rights of Indians, &c. If you desire any information about, I refer you to General Logan, or Hon. Joseph Cannon, M. C. Please address me at Paxton, Ford County, Illinois, where I reside.

Very respectfully,

CALVIN H. FREW.

Hon. F. PRICE,
Indian Commissioner, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 5, 1884.

SIR: In reply to your letter of the 18th ultimo, asking for information as to the right of the Indian tribes, in the Indian Territory to lease their lands for grazing purposes, the most desirable location, &c., I have to say that the whole subject of leasing unoccupied Indian lands for such purposes has been referred by the honorable Secretary of the Interior to Congress for such legislation as it may deem advisable. Pending such references, this office deems it inexpedient to express any opinion which may be calculated to embarrass the action of Congress in the matter.

Very respectfully,

H. PRICE,
Commissioner.

CALVIN H. FREW, Esq.,
Paxton, Ford County, Illinois.

[Wilson & Greene, bankers, Tallula, Menard County, Illinois.]

MARCH 15, 1884.

DEAR SIR: Being desirous of engaging in the cattle business, can you inform me whether or not the Government has any lands in the Indian Territory that could be leased for such purposes? If not, will any of the *tribes* of Indians there lease for such purposes? If this should not properly come under your Department, will you oblige me by putting me in correspondence with the proper persons.

Hoping these inquiries will not intrude upon your valuable time, I am,

Yours, most respectfully,

J. O. WILLSON.

Hon. H. M. TELLER,
Secretary of Interior, Washington, D. C.

DEPARTMENT INTERIOR, *March* 21, 1884.

Respectfully referred to the Commissioner Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 5, 1884.

SIR: In reply to your letter of the 18th ultimo, addressed to the honorable Secretary of the Interior, and by him referred to this office, inquiring whether the Government has any lands in the Indian Territory that can be leased for cattle-raising purposes, and if not, whether any of the Indian tribes can so lease, I have to say that the whole subject involved in your inquiries, has been referred by the honorable Secretary to Congress for investigation, and such legislation as may be deemed advisable.

Pending such reference it is not deemed expedient by this office to express any opinion which may be calculated to embarrass the action of Congress in the matter.

Very respectfully,

H. PRICE,
Commissioner.

J. O. WILLSON, Esq.,
Tallula, Menard County, Illinois.

OKLAHOMA, INDIAN TERRITORY.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 11, 1884.

SIR: It has been represented to this office that the Oklahoma district is full of cattle, and that much of it is fenced up. You are directed to ascertain from the best available sources the probable number of cattle on those lands, by whom owned, quantity of fencing done, and by whom, reporting result to this office as early as practicable.

Very respectfully,

H. PRICE,
Commissioner.

JOHN Q. TUFTS,
United States Indian Agent, Union Agency, Muskogee, Ind. T.

UNITED STATES INDIAN SERVICE,
UNION AGENCY,
Muskogee, March 5, 1884.

SIR: Referring to office letter, dated February 11, 1884, L, I have the honor to report that I have not visited the Oklahoma country since last summer. At that time there were a number of large herds and small bunches, apparently about the same number that are on the country adjoining. The owners were with some of the large herds and stated that they were driving through. It is the custom of cattlemen, grazing on the adjoining lands, who do not fence pastures, to "turn loose" at certain seasons of the year, and the cattle drift to all points of the Territory. When branding time comes they gather the beef cattle, brand the calves, and again "turn loose."

There is nothing to prevent these cattle from feeding on Oklahoma lands, and they are there in large numbers during the grazing season. I have never heard of any fencing or established ranches on the Oklahoma lands.

Very respectfully, your obedient servant,

JNO. Q. TUFTS,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
UNION AGENCY,
Muskogee, May 21, 1884.

SIR: I have the honor to report that Mr. Cadwallader, a correspondent of the Globe-Democrat, at Saint Louis, who has just returned from the Oklahoma country, was at this office to-day, and reports that he saw wire fences on that part of Oklahoma lying north of the Cimarron River, and that the officers of the Army, who were there removing the "Oklahoma boomers," told him that they traveled through large pastures, fenced with wire, on Cottonwood Creek, just north of the Cimarron River, on the western portion of Oklahoma. These fences, it appears, have been erected during the last few months. I also learn from other sources that I believe to be reliable, that the whole of Oklahoma is occupied by cattle companies, who have the bounds of their "claims" marked by creeks and hills, and permit no others to encroach on their "premises." They have no fences or other improvements, except a "dug-out," and in some cases a corral pen.

On the appearance of troops the cowboys disappear and remain out of sight until the troops pass, but the cattle remain there.

Very respectfully, your obedient servant,

JNO. Q. TUFTS,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 27, 1884.

SIR: I have the honor to inclose herewith, for the information of the Department and such action thereon as may be deemed necessary or advisable, a copy of a letter from Agent Tufts, Union Agency, Indian Territory, dated 21st instant, reporting certain information received by him and deemed to be reliable of the existence of wire fences and the occupation of the entire Oklahoma country by cattle companies.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

HOUSE OF REPRESENTATIVES, UNITED STATES,
Washington, D. C., December 8, 1883.

SIR: Several of my constituents have written to me inquiring "if they could obtain leases to graze cattle in the 'Oklahoma country,' or if they would be interfered with if they drove their stock into that section to graze."

Very respectfully,

R. W. FYAN, M. C.,
Thirteenth District of Missouri.

SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 15, 1883.

SIR: Your letter of the 8th instant, addressed to the honorable Secretary of the Interior, on behalf of several of your constituents, inquiring whether they can obtain leases to graze cattle in the Oklahoma country, or whether they would be interfered with if they drive their stock into that section to graze, has been referred to this office.

In reply I have to state that I am unable at this time to give you any definite information or instruction in reference to grazing cattle in the Indian Territory, the whole subject having been referred by the honorable Secretary to Congress for such action as may be deemed necessary.

Very respectfully,

H. PRICE,
Commissioner.

Hon. R. W. FYAN,
House of Representatives.

DEPARTMENT OF THE INTERIOR,
Washington, May 22, 1884.

SIR: Complying with your request on the subject, I have the honor to inclose herewith a draft of a bill "to authorize the leasing of surplus Indian reservations for grazing purposes."

On this subject I stated in my last annual report that "Congress should provide some system by which the unoccupied lands can be leased by the tribe or the Department for the benefit of such tribes, and the money expended for the tribe without covering it into the Treasury."

I thind the Indians can better be protected from outside influence of interested parties, and much tronble and annoyance can be avoided, if such leases are made by the Secretary of the Interior with the consent of the Indians, and the bill is drawn in accordance with that view of the matter.

Very respectfully,

H. M. TELLER,
Secretary.

Hon. H. L. DAWES,
Chairman Committee on Indian Affairs, United States Senate.

No. 2.

Copies of documents and correspondence on file and of record in the Indian Office and Indian Division of the Department of the Interior relating to leases of lands in the Indian Territory made by the Cheyenne and Arrapaho Indians to citizens of the United States for grazing purposes, the action of the Kiowa, Comanche, and Apache Indians in the Indian Territory on the same general subject; also of correspondence relating to the boundary lines between the respective reservations of said tribes.

[Furnished in obedience to Senate resolution dated December 3, 1884, and supplemental to Senate Ex. Doc. No. 54, Forty-eighth Congress, first session.]

CHEYENNE AND ARAPAHO RESERVE, INDIAN TERRITORY.

CHEYENNE, WYO., *June* 15, 1882.

SIR: In behalf of the Standard Cattle Company, whose general manager I am, I have the honor herewith to make application for the privilege of holding and grazing cattle in the Cheyenne and Arapaho Indian Reservation of the Indian Territory, where we are now occupying range under and amicable agreement with the Indians of the tribes above named.

I beg also to respectfully ask that such leases as we may be able to negotiate with these tribes, with or without right to fence, conditioned upon our payment of an annual rental of a fixed amount per acre or a per capita annual tax upon cattle held on such range, may be confirmed by you, and I would make particular application for such use of all lands in the above reservation lying between the third and fourth standard parallels, bounded on the west by the Texas line and on the east by the Wichita Reservation, containing about 1,000,000 acres, for the use of which we propose to pay such annual rental or tax as will be satisfactory to the Indians interested as well as to your Department.

I further respectfully ask that our first occupation of these lands, under existing amicable agreements with the Indians, may be regarded by you as constituting a right superior to those which may be negotiated by later comers.

I have the honor to be, respectfully yours,

A. T. BABBITT,
General Manager Standard Cattle Company.

The Hon. the SECRETARY OF THE INTERIOR,
Washington, D. C.

I concur and will have pleasure in presenting additional facts to your Department at an early day.

G. R. BLANCHARD,
President.

[Personal.]

NEW YORK, *January* 18, 1883.

DEAR SIR: I have the honor to inclose herewith application in behalf of the Standard Cattle Company for the confirmation of such arrangements as we may be able to consummate with Indians for occupancy of their lands in Indian Territory, concerning which you will remember my personal application. I have thought it fair to date this application contemporaneously with our occupation of these lands. I am informed by wire that parties represented by Campbell have negotiated some leases with these Indians covering nearly the whole of the reservation referred to. I rest in the promise so clearly made to Senator Platt, Mr. Blanchard, and me, also to Colonel Hunter, that no such monopoly should be granted, and that we would be protected in the occupancy of our range.

Very respectfully,

A. T. BABBITT,
General Manager.

The Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

WESTERN UNION TELEGRAPH COMPANY,
Anadarko, Ind. T., January 22, 1883.

Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.:

Withhold action on Cheyenne grazing lease until Wachita is heard from through Agent Hunt, by letter to Commissioner of this date.

W. SHIRLEY,
Interpreter.

DEPARTMENT OF THE INTERIOR,
Washington, May 25, 1883.

SIR: I have your letter in which you say, "I inclose herewith copy of lease made and executed by the Cheyenne and Arapaho tribes of Indians on the 8th day of January, 1883, and properly certified by the agent of said tribes, giving to me, my heirs and assigns, the exclusive right, on terms and conditions named therein, to pasture cattle on a certain tract therein described, being part of the tract occupied by said tribes in the Indian Territory. I respectfully request that you will approve and file this lease (the original of which I will hand you for the purpose), and also take such further official action as may seem to you expedient to give and secure to me, my heirs and assigns, peaceable possession of the lands covered by my said lease."

I inclose you copy of an answer sent some time since to Mr. E. Fenlon, who holds a lease of similar character to yours. The act making appropriations to supply deficiencies in the appropriations for the fiscal year ending June 30, 1883, &c., passed at the last session of Congress, appears to recognize the right of the Indian tribes to grant privileges of the character you claim; that is, the right to graze cattle on the reservation. Yet such occupation by the permission of the Indians must be subject to the supervision of the Department to the extent of protecting the Indians and public from imposition by parties securing such privileges, as well as to see that the laws of the United States are not violated. I do not desire to discourage the Indians in their attempt to secure some benefit from what has heretofore been of but little value to them. On the contrary, I am of the opinion that such arrangements, when fairly made and honestly performed, will aid the Indians, not only in a financial way, but by inciting them in the desire to acquire and hold property as their white neighbors do. I can but repeat in substance what I said to Mr. Fenlon in my letter of the 25th of April last, that the rights of persons holding agreements of the character you mention, when fairly made with the tribe, and for the benefit of all, will be protected so far as possible by the Department against the intrusion of persons who hold no such agreement, and are attempting to secure like privileges without the sanction of the Indians, and to see that justice is done to those holding such agreements, so long as the laws of the United States are not violated, and the rights of the Indians respected.

Should I receive and approve our agreement or contract, as you request, the money to be paid under it must, in accordance with the provisions of the act before quoted, be paid into the Treasury of the United States. I think this might make trouble with the Indians, and it would be difficult to make the Indians understand that they were deriving actual benefit from the ownership of their reservation, as they would confound the money received for such use, if it reached them through the Treasury, with gratuities or annuities paid them by the Government.

For this and other reasons, I cannot receive or approve of your agreement with the Indians in the manner and form you desire. But as it may be in the future necessary to have reference to it for the purpose of settling any controversy that may arise between yourself and the Indians or the Department, I see no objection to your depositing it in the Indian Office for the purpose I have mentioned.

You must consider this letter in connection with the one written to Mr. Fenlon as expressing the views of the Department on the subject.

Very respectfully,

H. M. TELLER,
Secretary.

H. B. DENMAN, Esq.,
New York.

WASHINGTON, *February* 28, 1884.

DEAR SIR: As attorney for parties holding contracts for grazing purposes in the Indian Territory, made with the Cheyenne and Arapaho Indians, I have procured from your Department certified copies of records and documents pertaining thereto, and now beg to call your attention to certain matters affecting the interests of my clients and the public service.

These contracts were made in good faith and in conformity to law. The right of the Indians to grant grazing facilities has, as I understand, been long recognized in the Department, and is sanctioned by various provisions of the statutes of the United States. The making of the contracts was duly reported to the Department, and the Secretary's approval requested. For reasons mentioned in the honorable Secretary's letter of April 25, 1883, to E. Fenlon, and May 25, 1883, to H. B. Denman, a formal and affirmative approval of said contracts was refused. But the views of the Department, and the policy that would be pursued in respect to such contracts, were stated with great clearness and precision. The wisdom and expediency of allowing the In-

dians to make these contracts were distinctly affirmed, and the promise of the Department extended that it would "endeavor to see that parties having no agreement with the Indians are not allowed to interfere with those who have." These views were again clearly set forth in a letter of instruction to the agent of the Crow Indians by Mr. Joslyn, Acting Secretary, August 11, 1883.

On the faith of these contracts, and the assurances of the policy to be pursued by the Department, my clients have made the stipulated payments, and have invested large sums of money in herds which are now grazing on the lands which by virtue of the contracts were allotted for that purpose.

Notwithstanding all these facts, which would seem, both legally and equitably, to clothe my clients with the strongest safeguards for the protection of their rights and their property, suits have been instituted against them by an informer, using the name of the Government, in the district court of the United States at Saint Louis. These suits are brought under section 2124 of the Revised Statutes, for a violation of section 2116. It is entirely plain that the negotiation of the contracts mentioned does not in the slightest particular conflict with the section mentioned. No purchase of the land was made or attempted to be made, and no title obtained or attempted to be obtained. Nothing but a license or privilege of grazing was involved in the agreements. The very next section of the Statutes, 2117, necessarily implies the power of the Indians to grant such privileges, as does also the act making appropriations to supply deficiencies in the appropriation for the fiscal year ending June 30, 1883.

These suits are annoying and vexatious, and my clients cannot believe they have received your approval or sanction.

I beg to inquire whether such is the case, and to respectfully represent that the assistance of the Government ought not to be given in aid of such prosecution.

Very respectfully, your obedient servant,

GEO. R. PECK.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, March 4, 1884.

SIR: I have your letter of the 28th ultimo concerning the leasing of lands in the Indian Territory for grazing purposes.

You say the right of the Indians to grant grazing facilities has, as I understand, been long recognized in the Department, and is sanctioned by various provisions of the Statutes of the United States.

I understand that a large number of persons have from time to time pastured their herds on the lands of the Indians within the Indian Territory, and cut grass and exercised other privileges with the consent of the Indians without the formal approval of the Department. During the year 1881 sixty-three persons were reported as then occupying some portion of the Indian Territory for the purposes above indicated. During the year 1882 forty-six persons were reported. All of these persons compensated the Indians for their privileges granted them, although the amounts paid were quite inconsiderable. The above does not include the persons who were on the Cheyenne and Arapaho Reservation during the year 1881, but at the time of the making of the so-called lease or agreements referred to by you there were on the reservation thirteen persons, firms, or corporations, grazing cattle with the consent of the Indians, and in most cases, I understand, under some sort of an agreement made with the Indians, and the number of cattle were estimated at 51,200 head. Some of the cattle were kept on the Cheyenne and Arapaho Reservation, but ran over on to the Cherokee strip. Some compensation was made to the Indians by these parties, but it was not commensurate with the privileges granted and enjoyed by the cattle owners. On the Cherokee lands, called the Cherokee Strip, there were reported sixty-six persons, firms, or corporations holding cattle under an arrangement made either with the Cherokee Nation or the individual members thereof. It is believed that the Cherokee Nation received about $20,000 per year, and some small sums were paid to the individual Indians. It has not been the policy of the Department to interfere with the Indians in their efforts made in this way to derive some benefit from the use of their lands, and in all cases, whenever the Indians were satisfied with the compensation paid them, and with the general treatment received, the Department has taken no steps to dispossess such occupants; when the Indians have complained of the persons as intruders and have desired their removal, the Department has acceded to such demand, and called on the War Department to remove the intruders.

A history of the so-called leasing can be found in my report, of which I copy the following:

"In April last, certain parties alleging that they had made leases or agreements with the Cheyenne and Arapaho and other Indians of the Indian Territory for the

privilege of grazing cattle on the reservation of said Indians, by paying therefor 2 cents per acre per annum, applied to the Department to have the leases or agreements approved by the Department, and to be put in possession of the lands included in said leases or agreements. It was understood that quite a large amount and nearly all the lands so occupied by the Cheyennes and Arapahoes were included in such leases or agreements. It was urged by the parties desiring the approval of such leases or agreements that the Indians could derive a large revenue from the use of the lands, and be otherwise benefited by such occupation. I did not find authority for the making of such leases or agreements by the Indians, or by the Department, and I therefore declined to approve them, and informed the parties that I saw no objections to allowing the Indians to grant permission to graze cattle on their reservation at fair and reasonable terms; that the authority to so occupy must be given by the tribe, and not an individual member, and the whole tribe must participate in the benefits thereof; that the Department would not feel called on to remove the occupants under such leases or agreements provided the Indians made no complaints and the Department was satisfied that the Indians were properly treated; that the parties and their employés conformed strictly to the statutes and rules of the Department with respect to the intercourse laws, with reference to the introduction of liquors, fire-arms, ammunition, &c.; that the Department would, when it appeared to be desirable for the public interest to do so, exercise its right of supervision to the extent of removing all occupants without reference to such leases or agreements, on such notice as might be right and proper under the circumstances; and that all parties, in accepting such agreements from the Indians, must accept the same subject to such conditions and to the future action of Congress."

The privilege thus recognized appears to be within both the letter and spirit of section 2117, Revised Statutes, and I do not consider it contrary to the provisions of section 2116 of the Revised Statutes. That section was inserted in the statute for the purpose of protecting the Indian and to make his claim to land, whatever it might be, of value to him. To now invoke the statute to prevent the Indian from allowing grazing privileges in land claimed by him, and thus derive a benefit from his land, is to use the statute made for his benefit to his injury and hurt. This is opposed to all canons of interpretation. It was made for his benefit, and must be construed in his favor when it can be done. It is to the interest of the Indians that they be allowed to receive from the occupants of their lands a fair price for the privilege of grazing them, and such appears to be the intention of section 2117 of the Revised Statutes. You say:

"These suits are annoying and vexatious, and my clients cannot believe they have received your approval or sanction. I beg to inquire whether such is the case, and to respectfully represent that the assistance of the Government ought not to be given in aid of such prosecution."

The Department has in no manner encouraged the bringing of the suits you mention, and does not desire the prosecution thereof, for the privileges so granted are in no manner injurious to the Indians, but, on the contrary, highly beneficial to them.

Very respectfully,

H. M. TELLER,
Secretary.

GEORGE R. PECK,
Topeka, Kans.

WAR DEPARTMENT,
Washington City, April 19, 1884.

SIR: I have the honor to transmit herewith for your information a copy of a communication, dated the 21st ultimo, received through military channels from the commanding officer of the post of Fort Reno, Indian Territory, and also a copy of an application of Mr. J. D. Miles, agent for the Cheyennes and Arapaho Indians, for troops to eject certain Kiowa Indians who have been committing depredations on the leased lands of the Cheyenne and Arapaho Indians.

Attention is invited to the indorsement, copy herewith, of the commanding general of the Department of the Missouri, from which it will be seen that the post commander at Fort Reno has been instructed, for reasons set forth in said indorsement, *not* to send troops for the purpose asked for by Agent Miles, until the views of this Department on the matter are made known.

The views of the department commander on this subject are concurred in by the Lieutenant-General of the Army.

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The HON. SECRETARY OF THE INTERIOR.

[Inclosure No. 1.]

FORT RENO, IND. T., *March* 31, 1884.

SIR: I have the honor to inclose herewith an application of Agent J. D. Miles, for the Cheyenne and Arapaho Indians for troops to eject certain Kiowa Indians, who have been committing depredations on the leased lands of the Cheyenne and Arapaho Indians.

I would respectfully state that these Indians (Kiowas) belong to the Wachita Agency, at Anadarko, Ind. T., and further that the agent of the Indians (Kiowas) should be the proper party to control them.

I respectfully ask for instruction.

I am, sir, very respectfully, your obedient servant,

THOS. B. DEWEES,
Major Ninth Cavalry, Commanding Post.

The ADJUTANT-GENERAL,
Department of the Missouri, Fort Leavenworth, Kans.

UNITED STATES INDIAN SERVICE,
Cheyenne and Arapoho Agency, Ind. T., May 22, 1883.

SIR: In conformity with a letter from the Hon. H. M. Teller, Secretary of the Interior, dated the 25th ultimo, and instructions from the Indian Office dated the 5th instant, I have to inform you that on January 8, 1883, the Indians of this agency, the Cheyennes and Arapahoes, in a full council, and representing the two tribes, entered into agreement with the following-named persons for grazing privileges on the western portion of their reservation for a term of ten years, at an annual rental of 2 cents per acre, payable to the tribes in cash and cattle, viz:

	Acres.
1. Ed Fenlon, Leavenworth, Kans	564,480
5. William E. Malaley, Caldwell, Kans	564,480
3. H. B. Denman, Washington, D. C	575,000
4. J. S. Morrison, Darlington, Ind. T	138,240
5. Lewis M. Briggs, Muscotah, Kans	318,720
6. A. G. Evans, Saint Louis, Mo	456,960
7. R. D. Hunter, Saint Louis, Mo	500,000
Total	3,117,880

The above leases or agreements were made in strict accordance with council proceedings held in due form and according to law, under date of December 12, 1882, in which the two tribes were fully represented and attested. In this connection I may call your attention to the following language of the honorable Secretary in his letter above cited: "Such privileges can only be recognized when granted by the proper authority of the tribe (or tribes), and the benefits must be participated in by all the tribe (or tribes), not by a favored few only." Also, "While the Department will not recognize the agreement or lease you mention, nor any other of the like character, to the extent of approving the same, nor to the extent of assuming to settle controversies that may arise between the different parties *holding such agreements*, yet the Department will endeavor to see that parties having no such agreement with the Indians are not allowed to interfere with those who have."

The Hon. H. Price, Commissioner of Indian Affairs, in transmitting his instructions to this office, says: "In conformity therewith you are directed to exercise a careful supervision of the matter of cattle grazing upon the Cheyenne and Arapaho Reserve to the extent indicated in the said letter, taking care that the Indians are fairly dealt with and that the conditions prescribed by the Department are scrupulously observed."

The leases or agreements above referred to embrace all the lands the Indians of this agency desire to lease for grazing privileges, and at their request and in conformity with the instructions and letter above referred to, notice is hereby given to all persons who are not parties to said leases or agreements and who are holding cattle or other animals on this reservation *under any pretext whatever*, whether it be on the lands embraced in said leases or not, to at once remove said cattle or other animals from and beyond the limits of this reservation. Further notice in this respect will not be necessary, and the parties holding such leases have this day been notified to proceed at once to occupy the leased lands.

Very respectfully,

JNO. D. MILES,
United States Indian Agent.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., March 30, 1884.

SIR: I am this day informed by T. J. Webb and F. M. Tate, foreman, representing the cattle owners occupying the grazing lands leased by the Indians of this agency to J. S. Morrison, L. M. Briggs, and others, as per inclosed circular letter dated May 22, 1883, that on or about 26th instant a party of Kiowa Indians came on the above leased lands and drove off about 200 head of cattle belonging to the said lessees, and in a defiant manner killed 7 head of the said cattle, and in the effort to protect the property and rights of their employers some shots were fired at the party of Indians thus depredating, and it is reported one Kiowa Indian was wounded.

Frequent depredations by these Kiowas have been reported to this office, and these raids have become a source of very great annoyance as well as loss to the lawful occupants of the lands thus leased in good faith from the Indians of this agency, and to whom they have paid their semi-annual rental, as agreed upon, and they now ask for protection.

The letters referred to in my circular letter above referred to indicate the readiness of the Department to give the "parties holding such agreements" the proper protection, and in a communication to this office dated December 3, 1883, the honorable Commissioner of Indian Affairs says: "The Kiowas who are said to be camped outside the northern boundary (on Cheyenne and Arapaho Reservation) should be required to reside on their reservation."

From the above it will be seen that the Kiowas have no rights upon this reservation; and as Agent Hunt claims to be powerless to prevent the Kiowas from interfering with the affairs and property lawfully on this reservation, I have the honor to hereby make request for the detail of *one company* of cavalry from your garrison to *proceed as soon as practicable* to "Seventh Cavalry Creek," or such other suitable location on the said leased lands, for the purpose of protecting the interests of such persons as may be lawfully occupying the said grazing lands embraced in the Cheyenne and Arapaho Reservation assigned them by executive order, August 10, 1869.

I would suggest that a competent interpreter accompany the party. A suitable *representative* of the Indian Department will be detailed from this office to represent the agent, as required by law and regulations. I will also suggest that this detail should be rationed for at least 30 days, and my impression is that the *presence* of the troops in that vicinity will have the desired effect in preventing further trouble from the Kiowas or any other Indians. I will thank you to inform this office of the date troops can be ready to proceed.

Very respectfully,

JNO. D. MILES,
United States Indian Agent.

Maj. THOMAS B. DEWEES,
Commanding Fort Reno, Ind. T.

[1st indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., April 7, 1884.

Respectfully forwarded to the Adjutant-General of the Army (through headquarters Division of the Missouri) for the action of the War Department.

As the Interior Department has declined to commit itself to these cases by recognizing or approving them, it was not thought proper for the military authorities to do so by sending troops to enforce their provisions.

The commanding officer of Fort Reno has been instructed *not* to send troops for the purpose asked for by Agent Miles until the views of the War Department on the matter are made known.

C. C. AUGUR,
Brigadier-General, Commanding.

[2d indorsement.]

HEADQUARTERS DIVISION OF THE MISSOURI,
Chicago, April 10, 1884.

Respectfully forwarded to the Adjutant-General of the Army.

J. M. SCHOFIELD,
Major-General, Commanding.

[Inclosure No. 2.]

DEPARTMENT OF THE INTERIOR,
Washington, April 22, 1884.

SIR: I have yours of the 19th instant concerning the application of John D. Miles, late agent of the Cheyenne and Arapaho Indians, for troops to eject certain Kiowa Indians who are interfering with certain grazing privileges granted by said Cheyenne and Arapaho Indians to certain parties. Mr. Miles had no authority to call for military aid for this purpose. It is not the intention of the Department to attempt to protect the parties having permits for grazing privileges from the Indians in their possessions except so far as it may become necessary to protect the Indians in the right to grant such permission as is given them by the provisions of section 2117 of the Revised Statutes. The difficulty doubtless arises on account of a difference of opinion as to the location of the boundary line between the tribes. It is hoped that this question may soon be settled. In the mean time Agent Hunt, of the Kiowas, will be notified of the complaint. I do not think there is any occasion for military interference.

Very respectfully,

H. M. TELLER,
Secretary.

Hon. ROBERT T. LINCOLN,
Secretary of War.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 23, 1884.

Respectfully referred to the Commissioner of Indian Affairs, with copy of Dept' reply hereto.

AMOS HACLEY,
Acting Chief Clerk.

DEPARTMENT OF THE INTERIOR,
Washington, April 24, 1884.

SIR: Referring to the War Department communication on the subject of application of Agent J. D. Miles, of the Cheyenne and Arapaho Agency, for troops to protect lessees of grazing lands within that reservation from alleged depredation by Kiowa Indians, which was referred to you on the 23d instant, with copy of Department reply thereto, you will please furnish a copy of the reply made to the War Department to the agent for the Cheyenne and Arapaho Indians, together with a copy of Department letter of April 11, 1884, to Agent Armstrong at the Crow Agency, for his information.

Copies of the same letters should also be furnished to the agent of the Kiowa, Comanche and Wichita Indians for his information.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 25, 1884.

SIR: By direction of the honorable Secretary of the Interior I inclose herewith, for your information, a copy of a letter addressed by him to the honorable Secretary of War on the 24th instant, in reply to an application made by (late) Agent J. D. Miles, on the 30th March last, to the military authorities at Fort Reno, for troops to protect lessees of grazing lands within the Cheyenne and Arapaho Reservation from alleged depredation by Kiowa Indians.

By the like direction I also inclose a copy of the honorable Secretary's letter to Agent Armstrong, Crow Reserve, Montana, dated 11th instant, as indicative of his views as to the agent's duties and responsibilities in regard to the pasturage question.

Very respectfully,

H. PRICE,
Commissioner.

D. B. DYER, Esq ,
United States Indian Agent, Cheyenne and Arapaho Agency, Darlington, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 25, 1884.

SIR: By direction of the honorable Secretary of the Interior I inclose herewith, for your information, a copy of a letter addressed by him to the honorable Secretary of War on the 24th instant, in reply to an application made by (late) Agent J. D. Miles, on the 30th March last, to the military authorities at Fort Reno, for troops to protect lessees of grazing lands within the Cheyenne and Arapaho Reservation from alleged depredations by Kiowa Indians.

By the like direction I also inclose a copy of the honorable Secretary's letter to Agent Armstrong, Crow Reserve, Montana, dated 11th instant, as indicative of his views as to the agent's duties and responsibilities in regard to the pasturage question.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
United States Indian Agent, Kiowa, Comanche and Wichita Agency, Anadarko, Ind. T.

DEPARTMENT OF THE INTERIOR,
Washington, April 25, 1884.

SIR: Complying with your verbal request of this date to be furnished with a copy of one of the leases for grazing purposes made by the Cheyenne and Arapaho Indians with individuals, I inclose *copy of a copy* of such a lease found upon the files of this Department.

None of the original leases are on file here, and it was not discovered until you had departed this morning, that any copy thereof was on file.

Very respectfully,

H. M. TELLER,
Secretary.

JOHN L. MCATEE, Esq.,
(care Hon. A. P. Gorman, U. S. Senate).

CHICAGO, *May* 20, 1884.

To ADJUTANT-GENERAL, U. S. A.,
Washington, D. C.:

Major Platt repeats following telegram: Cantonment Ind. T., May 18, '84—7.50 p. m.

Commanding officer, Fort Reno: Party here for wire from Hunter & Evans's lease were stopped at their own gate on Canadian yesterday by Little Robe's band, and a toll of $5 demanded before the Indians would allow them to pass through.

The men being without arms paid the Indians $3, and were told not to come again. This has been going on for a month past, and several parties have been stopped at this date.

SIMPSON,
Operator in Charge.
DEWEES,
Major in Charge, in the absence of the Major-General Commanding.
H. C. CORBIN,
Assistant Adjutant-General.

[Indorsement.]

WAR DEPARTMENT,
Washington City, May 21, 1884.

Respectfully referred to the honorable Secretary of the Interior for his information.

S. V. BENÉT,
Brigadier-General, Chief of Ordnance, and Acting Secretary of War.

SAINT LOUIS, MO., *June* 28, 1883.

DEAR SIR: Please find inclosed a copy of a letter to H. B. Denman, esq., of date May 25, 1883.

At the instance of Col. R. D. Hunter and Capt. A. G. Evans I inclose you the above, and ask that you write them each a similar letter, or one more strongly indorsing their leases, copies of which we here inclose. We hope you may by this time see your way clear to give us the unqualified indorsement of the Department.

Colonel Hunter has just returned from the Indian country, where he and Ed. Fenlon, esq., paid to the Indians $31,000 on his and other leases. He found them entirely *en rapport* with the scheme. He made a speech to 7,000 of them, and then, after doing what most speech-makers would hesitate to do, viz, swearing to the truth of his speech and smoking the pipe of peace, the money was paid and everything was quite satisfactory.

Please let me hear from you at as early a day as possible. Colonel H. desires to be remembered and to thank you for many courtesies.

With pleasant recollections, I remain, yours, truly,

H. M. POLLARD,
Attorney for R. D. Hunter and A. G. Evans.

Hon. H. M. TELLER,
Secretary of the Interior.

[Inclosure No. 1.]

DEPARTMENT OF THE INTERIOR,
Washington, May 25, 1883.

SIR: have your letter in which you say: "I inclose herewith copy of lease made and executed by the Cheyenne and Arapaho tribes of Indians on the 8th day of January, 1883, and properly certified by the agent of said tribes, giving to me, my heirs and assigns, the exclusive right, on terms and conditions named therein, to pasture cattle on a certain tract therein described, being part of the tract occupied by said tribes in the Indian Territory. I respectfully request that you will approve and file this lease, the original of which I will hand you for the purpose, and also take such further official action as may seem to you expedient to give and secure to me, my heirs and assigns, peaceable possession of the lands covered by my said lease."

I inclose you copy of an answer sent some time since to Mr. E. Fenlon, who holds a lease of similar character to yours. The act making appropriations to supply deficiencies in the appropriations for the fiscal year ending June 30, 1883, &c., passed at the last session of Congress, appears to recognize the right of the Indian tribes to grant privileges of the character you claim, that is the right to graze cattle on the reservation. Yet, such occupation by the permission of the Indians, must be subject to the supervision of the Department to the extent of protecting the Indians and public from imposition by parties securing such privileges, as well as to see that the laws of the United States are not violated.

I do not desire to discourage the Indians in their attempt to secure some benefit from what has heretofore been of but little value to them; on the contrary I am of the opinion that such arrangements when fairly made and honestly performed will aid the Indians not only in a financial way, but by inciting in them the desire to acquire and hold property as their white neighbors do.

I can but repeat in substance what I said to Mr. Fenlon in my letter of the 25th of April last, that the rights of persons holding agreements of the character you mentioned, when fairly made with the tribe, and for the benefit of all, will be protected so far as possible by the Department against the intrusion of persons who hold no such agreement, and are attempting to secure like privileges without the sanction of the Indians, and to see that justice is done to those holding such agreements, so long as the laws of the United States are not violated and the rights of the Indian respected.

Should I receive and approve your agreement or contract, as you request, the money to be paid under it must, in accordance with the provisions of the act before quoted, be paid into the Treasury of the United States. I think this might make trouble with the Indians, and it would be difficult to make the Indians understand that they were deriving actual benefit from the ownership of their reservation, as they would confound the money received for such use, if it reached them through the Treasury, with gratuities or annuities paid them by the Government.

For this and other reasons I cannot receive or approve of your agreement with the Indians in the manner and form you desire. But as it may be in the future necessary to have reference to it, for the purpose of settling any controversy that may arise between yourself and the Indians or the Department, I see no objection to your depositing it in the Indian Office for the purpose I have mentioned.

You must consider this letter in connection with the one written to Mr. Fenlon as expressing the views of the Department on the subject.

Very respectfully,

H. M. TELLER, *Secretary.*

H. B. DENMAN, Esq., *New York.*

[Enclosure No. 2.]

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8, 1883.

In pursuance of a council held December 12th, 1882, by the chiefs and headmen of our tribes, to consider the propriety of leasing a portion of our reservation, we, the undersigned chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby authorize Jno. D. Miles to enter into and make arrangements to lease all or any portion of the land designated or mentioned in the proceedings of council of December 12th, 1882.

Cheyennes.

BIG HORSE,	his x mark.	RED WOLF,	his x mark.
LITTLE BIG JAKE,	his x mark.	BIG MAN,	his x mark.
BOB TAIL,	his x mark.	BIG WHITE MAN,	his x mark.
WOLF FACE,	his x mark.	WOLF FEATHERS,	his x mark.
BLACK ROCK,	his x mark.	WOLF ROBE,	his x mark.
WHITE ANTELOPE,	his x mark.	LEFT HAND SQUAW,	his x mark.
HOWLING WOLF,	his x mark.	ELK HORNS,	his x mark.
PLENTY HORSES,	his x mark.	BULL,	his x mark.
FLUCCO,	his x mark.	ANTELOPE,	his x mark.
LITTLE CHIEF,	his x mark.	BAD FACE,	his x mark.
STAR,	his x mark.	WHIRLWIND,	his x mark.
WOLF CHIEF,	his x mark.	ROBERT BENT,	signed.

Arapahoes.

POWDER FACE,	his x mark.	COMING-IN-THE-ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE-EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—
H. C. MANN.
JNO. F. WILLIAMS.
O. J. WOODARD.
T. CONNELL.
F. B. HUTCHINSON.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8, 1883.

This agreement, made and entered into this 8th day of January, A. D. 1883, by and between the chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, Indian Territory, and Albert G. Evans, of St. Louis, Missouri, his heirs or assigns, witnesseth:

That for and in consideration of the sum of two cents per acre per annum, payable semi-annually, we the undersigned chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby lease to the above-mentioned Albert G. Evans, of St. Louis, Missouri, his heirs or assigns, for the term of ten years from this date the following described land:

Commencing at a point on the 100th meridian fifty-one miles south of the northwest corner of the Cheyenne and Arapahoe Reservation (Executive order Aug. 10th, 1869), thence running east forty-two miles to a point for place of beginning; thence running north twenty-one miles; thence east thirty-four miles to the west line of "unratified agreement with the Wichitas, Oct. 19th, 1872"; thence south on said line twenty-one miles; thence west thirty-four miles to place of beginning; containing four hundred and fifty-six thousand nine hundred and sixty acres (456,960), more or less.

The terms of this lease are as follows, to wit:

Payment of rent shall be made semi-annually to such person or persons as may be designated and in such manner as may be prescribed by the Secretary of the Interior or the Commissioner of Indian Affairs, with the consent of the Indians.

The Indians shall have the privilege of taking all or any portion of the said rental in cattle, at the cash value of said cattle at the time and place of delivery, and said cash value shall be determined as follows:

The Indian agent in charge shall appoint one person who shall meet with a person selected by said Albert G. Evans, his heirs or assigns, when the cattle are to be de-

livered, and shall then and there assess the value of all cattle so to be delivered, and if they cannot agree they, the parties so appointed, shall select a third and disinterested person, and the decision of a majority of such board of appraisers shall fix or establish the price.

Said cattle shall only be delivered twice each year, to wit, not earlier than May 15th nor later than June 15th for the first delivery, and during the month of October for the second delivery in each year. And upon the delivery of said cattle by the said Albert G. Evans, his heirs or assigns, they shall all be counter-branded, and the brand so used shall be and remain in the possession of said Albert G. Evans, his heirs or assigns.

The said Albert G. Evans, his heirs or assigns, shall have the privilege of fencing the land included in this lease and to use any timber necessary for said fences, and for all ranch buildings, corals, and fire-wood, but no privilege is granted to sell or dispose of any timber.

The said Albert G. Evans, his heirs or assigns, shall have the privilege of employing, under the direction of the agent in charge, any number of Indians as herders. And it shall be the duty of the Indian Department and the Indians to see that the said Albert G. Evans, his heirs or assigns, shall have the exclusive privilege of holding cattle on within described tract of land as long as he or they shall faithfully comply with the terms of this lease.

At the expiration of said lease all improvements made on said land shall revert to and become the property of the Indians.

It is agreed and understood that the rent shall begin ninty days from the date of the approval of this lease by the Secretary of the Interior.

It is further agreed by and between the parties to this lease that the cattle and horses and other stock owned and held by the said Albert G. Evans, his heirs and assigns, on the above described land shall be held as guaranty for the prompt payment of the rental specified in this lease. And further that this lease shall be known as lease No. 6, as designated on the office copy of the Cheyenne and Arapahoe Agency map, on file at the agency office at the Cheyenne and Arapahoe Agency, Indian Territory.

In witness whereof we have hereunto set our hands this 8th day of January, A. D. 1883.

Cheyennes.

BIG HORSE,	his x mark.	WOLF FEATHERS,	his x mark.
LITTLE BIG JAKE,	his x mark.	WOLF ROBE,	his x mark.
BOB TAIL,	his x mark.	LEFT HAND SQUAW,	his x mark.
WOLF FACE,	his x mark.	ELK HORNS,	his x mark.
BLACK ROCK,	his x mark.	BULL,	his x mark.
WHITE ANTELOPE,	his x mark.	ANTELOPE,	his x mark.
HOWLING WOLF,	his x mark.	LITTLE CHIEF,	his x mark.
PLENTY HORSES,	his x mark.	STAR,	his x mark.
FLUCCO,	his x mark.	WOLF CHIEF,	his x mark.
RED WOLF,	his x mark,	BAD FACE,	his x mark.
BIG MAN,	his x mark.	WHIRLWIND,	his x mark.
BIG WHITE MAN,	his x mark.	ROBERT BENT,	signed.

Arapahoes.

POWDER FACE,	his x mark.	COMING-ON-THE-ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—
A. C. MANN.
JNO. F. WILLIAMS.
O. J. WOODARD.
T. CONNELL.
F. B. HUTCHINSON.

ALBERT G. EVANS.

Witnessed by—
PARK PULSIFER.
HENRY L. NEWMAN.

I do hereby certify on honor that I have fully explained to the Indians who have signed the above lease the nature and character of the same, and that they fully understood the meaning thereof, and that I witnessed their signatures to the same.

GEO. BENT,
Interpreter.

I hereby certify on honor that the above lease, granted to Albert G. Evans for grazing purposes, has been granted in strict accordance with the request of the Cheyenne and Arapahoe Indians in council assembled, under the date of December 12th, 1882 (copy hereto annexed), and that the conditions and specifications of this lease have been fully explained and accepted by them, and that the same has been made subject to such regulations as may be made or prescribed by the Secretary of the Interior and the Commissioner of Indian Affairs.

JNO. D. MILES,
Ind. Agent.

CHEYENNE AND ARAPAHO AGENCY, IND. T.,
Darlington, Ind. T., December 12, 1882.

We, the undersigned chiefs and head men of the Cheyenne and Arapaho tribes of Indians, Indian Territory, constituting the recognized authority of the tribe above-named, being assembled in council this 12th day of December, A. D. 1882, for the purpose of transacting such business as may properly come before the council for action or consideration, would respectfully represent the following for your consideration and action of the Commissioner of Indian Affairs, to wit:

The usual scarcity of rainfall in this locality renders agricultural pursuits very uncertain and unprofitable. And as our people cannot (as experience has taught them) rely upon securing a crop oftener than one out of every three years, they have become quite discouraged, and are now considering what they can do to supplement the scanty rations furnished by the Government, by our own efforts, through any and all lawful and legitimate means placed at our disposal by the Government. And in this connection we come to the matter of our reservation and its utilization.

Some of us have noticed, when passing through the States and on the border, that a white man only cultivates a small portion of his soil and utilizes the remainder for grazing purposes, which will bring him equally good, if not better, returns than the land cultivated, and with less labor.

Now, we only ask the same privilege, and, in consideration of this subject, would respectfully represent that there is a large portion of our reservation amounting to about 2,400,000 acres, which is almost worthless for agricultural purposes, and unoccupied by our people (excepting a few families), which is bringing us no revenue, and as our cattle herds at present are very few and small, we cannot, with our own means and facilities, make it useful to ourselves by farming and grazing. And with an exposed line of over three hundred miles on our north and west, by large herds of cattle, by authority of the Cherokees on the north, and by white settlers in the Pan-Handle of Texas, it is impossible to prevent cattle from grazing on our reservation, for which we receive no compensation.

Now, in order that this grass may be used for our benefit, and in conformity with the inferred privilege vouchsafed to the various Indian tribes as set forth in section 2117, Revised Statutes, we would respectfully request that authority be given to carry out the following request, viz:

To lease to some responsible party or parties that portion of our reservation described in Executive order dated August 10, 1869, lying west of the reservation granted to the Wichita Indians by agreement dated October 19, 1872, and south of the Main Canadian River, and also that portion lying north of the Main Canadian River, and west of Cottonwood Grove, embracing about two million four hundred thousand acres, said lease or leases to date from January 1st, 1883, or as soon thereafter as may be practicable, and to continue for a term of not less than five nor more than fifteen years, subject to be revoked by the honorable Commissioner of Indian Affairs, with the approval of the honorable Secretary of the Interior, at any time the necessities of our tribes may require, or our relations with the Government may be changed.

After granting a lease or leases covering the lands embraced in the above request, we will still have ample country to accommodate our present herds, and on which are located all the farm and other improvements of our tribes, and will not interfere with a full enjoyment of our tribes in every legitimate effort or enterprise at self support in other industries.

In consideration of the use of the lands above described, it is expressly understood by us that the rate to be paid for the use of said lands per annum, and for the purpose indicated shall not be less than 2 cents per acre, and payable semi-annually at the discretion of the Commissioner of Indian Affairs, and to such person or persons as he may designate, and one-half to be applicable for the purchase of young heifers or young cows, and sufficient young bulls for breeding purposes. And the other one-half of the funds thus derived to be expended for the benefit of the Cheyenne and Arapaho tribes, in such manner as may be prescribed by the Commissioner of Indian Affairs with the consent of the Indians.

The party or parties to whom such lease or leases may be granted will be permit-

ted to build post and wire fence in tracts of not less than 20 to 30 miles square, so as to include sufficient water and good grass for the stock, and so divided as to embrace all the lands above described.

And will be authorized to cut from the lands only sufficient timber to build the necessary fences as above described, and corralls and ranches necessary for the accommodation of their cattle and men, during the continuance of such lease or leases, and to leave all such improvements on the premises at the expiration of such lease or leases.

Subscribed this 12th day of December, A. D. 1882.

Cheyennes.

WHIRLWIND, his x mark.
LITTLE BIG JAKE, his x mark.
WHITE SHIELD, his x mark.
WHITE ANTELOPE, his x mark.
BAD FACE, his x mark.
WOLF CHIEF, his x mark.
BOB TAIL, his x mark.
WOLF FACE, his x mark.
BLACK ROCK, his x mark.
CLOUD CHIEF, his x mark.
OLD CROW, his x mark.
FLUCCO, his x mark.
BIG MAN, his x mark.
ELK HORNS, his x mark.
RED WOLF, his x mark.
SPOTTED WOLF, his x mark.
BIG OWL, his x mark.

Arapahoes.

LEFT HAND, his x mark.
POWDER FACE, his x mark.
TALL BEAR, his x mark.
WHITE MAN, his x mark.
BEAR ROBE, his x mark.
WHITE BUFFALO, his x mark.
CHEYENNE CHIEF, his x mark.
MEDICINE DISMOUNTING, his x mark.
PACKED UP, his x mark.

In presence of witnesses—
CHARLES E. CAMBELL,
W. W. CHARLES.

I certify on honor that I explained to the Indians herein named, and am satisfied that they understood the nature of the request made by them, and that the contents of the document fully expresses their own wish in the premises.

GEO. BENT,
Interpreter.

CHEYENNE AND ARAPAHO AGENCY, IND. T., *December 12th*, 1882.

I hereby certify on honor that I was in attendance at the council named herein, and heard the Cheyenne and Arapaho Indians discuss the subject of leasing a portion of their reservation for grazing purposes, and am satisfied that the inclosed request embodies the wish of the two tribes on this subject, and that the request is made at their own instigation and purely as a matter of business, looking to their own advantage.

JNO. D. MILES,
Indian Agent.

CHEYENNE AND ARAPAHO AGENCY, IND. T., *December* 12, 1882.

[Inclosure No. 3.]

CHEYENNE AND ARAPAHO AGENCY, IND. T.,
January 8th, 1884.

In pursuance of a council held December 12th, 1882, by the chiefs and headmen of our tribes to consider the propriety of leasing a portion of our reservation.

We the undersigned, chiefs and headmen of the Cheyenne and Arapaho tribes of Indians, I. T., do hereby authorize Jno. D. Miles to enter into and make arrangements to lease all or any portion of the land designated or mentioned in the proceedings of council of December 12th, 1882:

Cheyennes.

BIG HORSE, his x mark.
LITTLE BIG JAKE, his x mark.
BOB TAIL, his x mark.
WOLF FACE, his x mark.
BLACK ROCK, his x mark.
WHITE ANTELOPE, his x mark.
HOWLING WOLF, his x mark.
PLENTY HORSES, his x mark.
FLUCCO, his x mark.
RED WOLF, his x mark.
BIG MAN, his x mark.
BIG WHITE MAN, his x mark.
WOLF FEATHERS, his x mark.
WOLF ROBE, his x mark.
LEFT HAND SQUAW, his x mark.
ELK HORNS, his x mark.
BULL, his x mark.
ANTELOPE, his x mark.
LITTLE CHIEF, his x mark.
STAR, his x mark.
WOLF CHIEF, his x mark.
BAD FACE, his x mark.
WHIRLWIND, his x mark.
ROBERT BENT, signed.

Arapahoes.

POWDER FACE, his x mark.
LEFT HAND, his x mark.
BIRD CHIEF, his x mark.
TALL BEAR, his x mark.
BLACK CROW, his x mark.
LITTLE RAVEN, his x mark.
COMING IN THE ROAD, his x mark.
BLACK WOLF, his x mark.
BIG MOUTH, his x mark.
SITTING BULL, his x mark.
WHITE EYED ANTELOPE, his x mark.
GRANT LEFT HAND, his x mark.

In the presence of—
H. C. MANN,
JOHN F. WILLIAMS,
O. J. WOODARD,
T. CONNELL, and
F. B. HUTCHINSON.

CHEYENNE AND ARAPAHO AGENCY, IND. T.,
January 8th, 1883.

This agreement, made and entered into this 8th day of January, A. D. 1883, by and between the chiefs and headmen of the Cheyenne and Arapaho tribes of Indians, Indian Territory, and Robert D. Hunter, of St. Louis, Missouri, his heirs or assigns, witnesseth:

That for and in consideration of the sum of two cents (2 cts.) per acre per annum, payable semi-annually, we, the undersigned, chiefs and headmen of the Cheyenne and Arapaho tribes of Indians, I. T., do hereby lease to the above-mentioned Robert D. Hunter, of St. Louis, Missouri, his heirs or assigns, for the term of ten years from this date, the following described land:

Commencing at a point on the northern boundary of the Cheyenne and Arapaho reservation (Executive Order Aug. 10, 1869), forty-two (42) miles east of the 100th meridian, or west line of the said reservation, thence running south thirty (30) miles, thence east thirty-four miles (34) to the west line of "unratified agreement with Wichitas, Oct. 19, 1872," thence north on said line to south bank of the main Canadian River, thence meandering the south bank of and up the main Canadian River to a point due south of Cottonwood Grove, thence north to north boundary line of Cheyenne and Arapaho Reservation, thence west on said north boundary line to the place of beginning, containing five hundred thousand acres (500,000), more or less.

The terms of this lease are as follows, to wit:

Payment of rent shall be made semi-annually to such person or persons as may be designated, and in such manner as may be prescribed by the Secretary of the Interior or Commissioner of Indian Affairs, with the consent of the Indians.

The Indians shall have the privilege of taking all or any portion of said rental in cattle, at the cash value of said cattle, at the time and place of delivery, and said cash value shall be determined as follows:

The Indian agent in charge shall appoint one person who shall meet with a person selected by the said Robert D. Hunter, his heirs or assigns, when the cattle are to be delivered, and shall then and there assess the value of all cattle so to be delivered. And if they cannot agree, they (the parties so appointed) shall select a third and disinterested person, and the decision of a majority of such board of appraisers shall fix or establish the price.

Said cattle shall only be delivered twice each year, to wit, not earlier than May 15 nor later than June 15 for the first delivery, and during the month of October for the second delivery, in each year.

And upon the delivery of said cattle by said Robert D. Hunter, his heirs or assigns, they shall all be counter-branded, and the brands so used shall remain and be in the possession of said Robert D. Hunter, his heirs or assigns.

The said Robert D. Hunter, his heirs or assigns, shall have the privilege of employing, under the direction of the agent in charge, any number of Indians as herders, and it shall be the duty of the Indian Department and the Indians to see that the said Robert D. Hunter, his heirs or assigns, shall have the exclusive privilege of holding cattle on the within described tract of land so long as he or they shall faithfully comply with the terms of this lease.

The said Robert D. Hunter, his heirs or assigns, shall have the privilege of fencing the land included in this lease, and to use any timber necessary for said fences and for all ranche buildings, corrals, and firewood, but no privilege is granted to sell or dispose of any timber.

At the expiration of said lease, all improvements made on said land shall revert to and become the property of the said Indians.

It is agreed and understood that the rent shall begin ninety days from the approval of this lease by the Secretary of the Interior.

It is further agreed by and between the parties to the lease that the cattle, horses, and other stock owned or held by said Robert D. Hunter, his heirs or assigns, on the above-described land, shall be held as guarantees for the prompt payment of the rental, as specified in this lease. And further, that this lease shall be known as lease No. 7, as designated on the office copy of the Cheyenne and Arapaho Reservation map, on file in the agency office at the Cheyenne and Arapaho Agency, Indian Territory.

In witness whereof we have hereunto set our hands this 8th day of January, A. D. 1883.

Cheyennes.

BIG HORSE, his x mark.
LITTLE BIG JAKE, his x mark.
BOB TAIL, his x mark.
WOLF FACE, his x mark.
BLACK ROCK, his x mark.
WHITE ANTELOPE, his x mark.
HOWLING WOLF, his x mark.
PLENTY HORSES, his x mark.
FLUCCO, his x mark.
RED WOLF, his x mark.
BIG MAN, his x mark.
BIG WHITE MAN, his x mark.
WOLF FEATHERS, his x mark.
WOLF ROBE, his x mark.
LEFT HAND SQUAW, his x mark.
ELK HORNS, his x mark.
BULL, his x mark.
ANTELOPE, his x mark.
LITTLE CHIEF, his x mark.
STAR, his x mark.
WOLF CHIEF, his x mark.
BAD FACE, his x mark.
WHIRLWIND, his x mark.
ROBERT BENT, signed.

Arapahoes.

POWDER FACE, his x mark.
LEFT HAND, his x mark.
BIRD CHIEF, his x mark.
TALL BEAR, his x mark.
BLACK CROW, his x mark.
LITTLE RAVEN, his x mark.
COMING ON THE ROAD, his x mark.
BLACK WOLF, his x mark.
BIG MOUTH, his x mark.
SITTING BULL, his x mark.
WHITE-EYED ANTELOPE, his x mark.
GRANT LEFT HAND, his x mark.

In the presence of—
H. C. MANN,
JNO. F. WILLIAMS,
O. J. WOODARD,
T. CONNELL, and
F. B. HUTCHINSON.

ROBERT D. HUNTER.

Witnessed by—
PARK PULSIFER and
HENRY L. NEWMAN.

I hereby certify upon honor that I have fully explained to the Indians who have signed the above lease the nature and character of the same; and that they fully understood the meaning thereof; and that I witnessed their signatures to the same.

GEO. BENT,
Interpreter.

I hereby certify on honor, that the above lease granted to Robert D. Hunter for grazing purposes, has been granted in strict accordance with the request of the Cheyenne and and Arapaho Indians in council assembled under the date of December 12th, 1882 (copy hereto annexed), and that the conditions and specifications of this lease have been fully explained and accepted by them, and the same has been made subject to such regulations as may be made and prescribed by the Secretary of the Interior and the Commissioner of Indian Affairs.

JNO. D. MILES,
Indian Agent.

CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. Ter., December 12, 1882.

We the undersigned, Chiefs and Headmen of the Cheyenne and Arapaho tribes of Indians in the Indian Territory, constituting the recognized authority of the tribes above named, being assembled in Council this 12th day of December, A. D. 1882, for the purpose of transacting such business as may properly come before the Council for action and consideration, would respectfully represent the following to your consideration and action of the Commissioner of Indian Affairs, viz:

The usual scarcity of rainfall in this locality renders agricultural pursuits very un-

certain and unprofitable, and as our people cannot (as experience has taught them) rely upon securing a crop oftener than about one out of every three years, they have become quite discouraged, and are now considering what they can do to supplement the scanty rations furnished by the Government, by our own efforts, through any and all lawful and legitimate means placed at our disposal by the Government, and in this connection we come to the matter of our reservation and its utilization.

Some of us have noticed while passing through the States and upon the border, that a white man only cultivates a small portion of his soil and utilizes the remainder for grazing purposes, which will bring him equally as good, if not better, returns than the land cultivated, and with less labor.

Now, we only ask the same privilege, and in consideration of this subject would respectfully represent that there is a large portion of our reservation, amounting to about 2,400,000 acres, which is almost worthless for agricultural purposes, and unoccupied by our people, excepting by a few families, which is bringing us no revenue, and as our cattle herds at present are very few and small, we cannot with our own means and facilities make it useful to ourselves by farming or grazing, and with an exposed line of over three hundred miles on the north and west, by large herds of cattle by authority of the Cherokees on the north, and white settlers on the pan-handle of Texas, it is impossible to prevent cattle from grazing upon our reservations, for which we receive no compensation.

Now, in order that this grass may be used for our benefit and in conformity with the inferred privilege vouchsafed to the various Indian tribes, as set forth in Sec. 2117 Revised Statutes, we would respectfully request that authority be given to carry out the following request, to wit:

To lease to some responsible party or parties that portion of our reservation described in Executive Order dated Aug. 10th, 1869, lying west of the reservation assigned to the Wichita Indians, by agreement under date October 19th, 1872, and south of the main Canadian River, and also that portion lying north of the main Canadian River, and west of Cottonwood Grove, embracing about 2,400,000 acres. Said lease or leases to date from January 1st, 1883, or as soon thereafter as may be practicable, and to continue for a term of not less than five nor more than fifteen years, subject to be revoked by the Hon. Commissioner of Indian Affairs, with the approval of the Hon. Secretary of the Interior, at any time the necessity of our tribes may require, or our relations with the Government may be changed.

After granting the lease or leases covering the land embraced in the above request, we will still have ample country to accommodate our present herds, and on which are located all the farms and other improvements of our tribes, and will not interfere with a full enjoyment of our tribes in every legitimate effort or enterprise at self-support in other industries. In consideration of the use of the lands above described, it is expressly understood by us that the rate per annum to be paid for the use of the said lands, and for the purpose indicated, shall not be less than two cents (2 cts.) per acre and payable semi-annually, at the discretion of the Commissioner of Indian Affairs, and to such person or persons as he may designate. And one-half to be applicable for the purchase of young heifers or young cows and sufficient young bulls for breeding purposes, and the other one-half of the funds thus derived to be expended for the benefit of the Cheyenne and Arapaho tribes in such manner as may be prescribed by the Commissioner of Indian Affairs, with the consent of the Indians.

The party or parties to whom such lease or leases may be granted will be permitted to build post and wire fence in tracts of not less than twenty to thirty miles square, so as to inclose sufficient water and good grass for the stock, and so divided as to embrace all the lands above described, and will be authorized to cut from the lands only sufficient timber to build the necessary fences as above described, and corrals and ranches necessary for the accommodation of their cattle and men during the continuance of such lease or leases, and to leave all such improvements on the premises at the expiration of such lease or leases.

Subscribed this 12th day of December, A. D. 1882.

Cheyennes.

WHIRLWIND, his x mark.
LITTLE BIG JAKE, his x mark.
WHITE SHIELD, his x mark.
WHITE ANTELOPE, his x mark.
BAD FACE, his x mark.
WOLF CHIEF, his x mark.
BOB TAIL, his x mark.
WOLF FACE, his x mark.
BLACK ROCK, his x mark.
CLOUD CHIEF, his x mark.
OLD CROW, his x mark.
FLUCCO, his x mark.
BIG MAN, his x mark.
ELK HORNS, his x mark.
RED WOLF, his x mark.
SPOTTED WOLF, his x mark.
BIG OWL, his x mark.

Arapahoes.

LEFT HAND, his x mark.
POWDER FACE, his x mark.
TALL BEAR, his x mark.
WHITE MAN, his x mark.
BEAR ROBE, his x mark.
WHITE BUFFALO, his x mark.
CHEYENNE CHIEF, his x mark.
MEDICINE DISMOUNTING, his x mark.
PACKED UP, his x mark.

Witnesses:
CHAS. E. CAMPBELL,
W. W. CHARLES.

I hereby certify on honor that I was present at the council herein named and heard the Cheyenne and Arapaho Indians discuss the subject of leasing a portion of their reservation for grazing purposes, and am satisfied that the inclosed request embodies the wish of the tribes on this subject, and that the request is made at their own instigation, and purely as a matter of business, looking to their own advantage.

JOHN D. MILES,
Indian Agent.

CHEY. & ARAP. AGENCY, I. T., *Dec.* 12*th*, 1882.

[Endorsement.]

DEPARTMENT OF THE INTERIOR,
Dec. 10*th*, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

GEORGE M. LOCKWOOD,
Chief Clerk.

ST. LOUIS, *July* 10, 1883.

DEAR SIR: On the 28th ultimo I wrote you inclosing copies of leases from Indians to Col. Hunter and Captain Evans, and asked for a reply from you stating your views of such leases, &c. As so long a time has elapsed since writing said letter and no reply having been received, I fear you may not have seen it.

Please let me hear from you.

Yours truly,

H. M. POLLARD.

Hon. H. M. TELLER,
Secretary Interior.

BOUNDARY LINES BETWEEN CHEYENNE AND ARAPAHO AND KIOWA, COMANCHE AND APACHE RESERVES, INDIAN TERRITORY.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., November 17, 1883.

SIR: The Kiowa and Wichita Indians having made objection to the survey of the boundary lines running east and west and north and south, dividing the Kiowa, Comanche and Apache and Wichita reservation, which is now being prosecuted by parties who have leased lands from the Cheyenne and Arapaho Indians for grazing purposes, it was suggested by Inspector R. S. Gardiner that representatives of the Kiowa tribe proceed to Cheyenne and Arapaho Agency, in company with Agent Hunt and himself, to confer with the Cheyennes and Arapahoes and their agent, with the view that a fair understanding be arrived at concerning said lines.

At a full council of the said Cheyenne and Arapaho Indians and representatives of the Kiowa tribe, the boundary question was fully explained by Inspector Gardner, after which the Indians were given opportunity to express their views and feelings on the subject. The Cheyennes and Arapahoes expressed themselves as being well satisfied with the reservation by boundaries as described in "Executive order, dated August 10, 1869," less the amount assigned the Wichitas by an "unratified agreement, dated October 19, 1872," and were willing to abide by its results.

The Kiowas, however, object very decidedly to the survey of the *air line* from the Wichita to the North Fork of Red River, claiming that it cuts off a strip about 12 miles in width from the north side of their reservation, on which some of them are now camped.

With the view to establish the exact *point* "in the middle of the main channel of the Wichita River, 30 miles west from Old Fort Cobb," where the said east and west boundary line leaves the Wichita River, thence west to where it strikes the North

Fork of Red River; and to settle a question of no small importance now in dispute between these Indians, it is respectfully submitted that the Department designate some Government surveyor to proceed without delay to establish *this point*, and to survey the said line west to the North Fork of Red River, and also to survey the line from *this point* north to the main Canadian River, all in the Indian Territory.

Very respectfully,

JNO. D. MILES,
Indian Agent.
P. B. HUNT,
Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

CHEYENNE AND ARAPAHO AGENCY, INDIAN TERRITORY,
November 17, 1883.

I respectfully recommend that the request of Agent Miles and Hunt be granted, and that the *point* be established and the survey made.

ROBERT S. GARDNER,
United States Indian Inspector.

DEPARTMENT OF INTERIOR, OFFICE INDIAN AFFAIRS,
December 3, 1883.

SIR: I have received a joint letter from Agent Hunt and yourself, dated the 17th ultimo, relative to a dispute existing between the Kiowa and Comanche and the Cheyenne and Arapaho Indians as to the dividing line between their respective reservations, the former contending that the northern boundary line of their reservation as now defined, from the Wichita to the North Fork of Red River, cuts off a strip about 12 miles in width on the north side, on which some of them are now camped.

You recommend that with a view to settlement of the dispute the Department designate a Government surveyor to establish the initial point "in the middle of the main channel of the Wichita River, 30 miles west from Old Fort Cobb" (as described in the treaty with the Kiowas and Comanches of October 2, 1867, 15 Stats., 581), and to survey the said line west to the North Fork of Red River, and also to survey the line from this point north to the main Canadian River.

In reply, I have to say that the exterior boundary lines of both the Kiowa and the Wichita Reservations have been surveyed and established—the Kiowa in 1874 and the Wichita in 1873-'74—and copies of the field-notes are on file in this office. The boundaries are defined on the Government map of the Indian Territory, and (except as to the eastern boundary, which is designated by the 98th meridian, as will appear on a new map now being prepared) are believed to be correct. I see no reason whatever for recommending to the Department that a resurvey should be made, even if there are any funds available for the purpose, which there are not.

The Kiowas, who are said to be camped outside the northern boundary, should be required to reside on their reservation.

In reference to that portion of your letter which states that parties who have leased lands from the Cheyenne and Arapaho Indians are now prosecuting a survey of the dividing line between the reservation of those Indians and that of the Kiowas, your attention is called to section 2118, Revised Statutes, making it a penal offense to survey Indian lands.

Duplicate of this letter has been sent to Agent Hunt.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian agent, Cheyenne and Arapaho Agency, Indian Territory.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
December 3, 1883.

SIR: I have received a joint letter from Agent J. D. Miles and yourself, dated the 17th ultimo, relative to a dispute existing between the Kiowa and Comanche and the Cheyenne and Arapaho Indians as to the dividing line between their respective reser-

vations, the former contending that the northern boundary line of their reservation, as now defined from the Washita to the North Fork of Red River, cuts off a strip about 12 miles in width on the north side, on which some of them are now camped. You recommend that, with a view to settlement of the dispute, the Department designate a Government surveyor to establish the initial point "in the middle of the main channel of the Washita River, 30 miles west from Old Fort Cobb," as described in the treaty with the Kiowas and Comanches of October 2, 1867 (15 Stat., 581), and to survey the said line west to the North Fork of Red River, and also to survey the line from this point north to the main Canadian River.

In reply, I have to say that the exterior boundary lines of both the Kiowa and Wichita Reservations have been surveyed and established—the Kiowa in 1874, the Wichita in 1873–'74—and copies of the field notes are on file in this office. The boundaries are defined on the Government map of the Indian Territory, and (except as to the eastern boundary, which is designated by the 98th meridian, as will appear on a new map now being prepared) are believed to be correct. I see no reason whatever for recommending to the Department that a resurvey should be made, even if there were any funds available for the purpose, which there are not. The Kiowas, who are said to be camped outside the northern boundary, should be required to reside on their reservation.

In reference to that portion of your letter which states that parties who have leased lands from the Cheyenne and Arapaho Indians are now prosecuting a survey of the dividing line between the reservation of those Indians and that of the Kiowas, your attention is called to section 2118, Revised Statutes, making it a penal offense to survey Indian lands.

Duplicate of this letter has been sent to Agent Miles.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
United States Indian Agent, Kiowa, Comanche, and Wichita Agency, Indian Territory

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UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. Ter., December 13, 1883.

SIR: Referring to your communication of 3d instant, "L. 21–485, 83," "relative to a dispute existing between the Kiowa, Comanche, and Cheyenne and Arapaho Indians as to the dividing lines between their respective reservations, &c.," I have the honor to inclose herewith copy of letter from this office, dated 8th instant, addressed to Agent Hunt on this subject, and also Agent Hunt's reply (copy) thereto, dated 10th instant; and in order to proceed to settle said dispute, I would respectfully ask that this office be furnished with a copy of the "field notes" now on file in your office, which define the exterior boundaries of the Kiowa and Wichita Reservations, in order that this office may be able to designate the same to the Indians of this agency *as they have been established.* The office will observe the necessity of some *fixed object* as a starting point, such as a "corner stone," "mound," or "marked tree," as *imaginary lines* will not convince or satisfy the Kiowa Indians.

I have not so construed the running of these division lines as being in violation of "section 2118, Revised Statutes," as the only object sought after is the effort to ascertain where the line is located which has *already been established* by the Government, and that each tribe of Indians may not encroach upon each other. Similar survey work is being prosecuted on the Cherokee strip, and has been going on by authority of the military in fixing the boundary lines around the military reservation at Fort Reno, Indian Territory, on this reservation. The mark or "corner-stones" of the Government survey are so near all gone and so indistinct that in order to arrive at an intelligent conclusion as to the exterior boundaries it is absolutely necessary to employ a skilled surveyor. If, as you indicate, there are no funds applicable for the employment of a Government surveyor to perform the work indicated in our joint letter of the 17th ultimo, I will submit that the Indians of this agency are so anxious to have this matter settled peaceably that they authorize me to say that *they* will pay the surveyor, and only ask that you designate the man.

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner, Washington, D. C.

[Inclosure No. 1.]

UNITED STATES INDIAN OFFICE SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. Ter., December 8, 1883.

DEAR SIR: I presume you are in receipt of Department letter of the 3d instant relating to the fixing of the reservation lines dividing the Kiowa, Comanche and Wichita, and Cheyenne and Arapahoe lands, and referring to our joint letter on this subject. If the field notes referred to as being on file in the office *fully designates* by some fixed *object* the *point* of verging where it leaves the Washita River, then there is something tangible to *lay hold* of in deciding the question. Otherwise we are just as much at sea as ever, so far as will enable us to satisfy your Indians. I do not so construe or interpret the effort of the recent survey party as being in violation of sec. 2118, Rev. Stats., the only object being to ascertain the exact location of an *imaginary* line dividing two reservations, and for the benefit and interests of the Indians only. Of course our Indians are willing to accept as correct and binding the lines as they *have been fixed and established* by the Department, and we only seek to find where that line is. In the meantime we shall expect the Indians of your agency, the Kiowas, "who are said to be camped outside the northern boundary, should be required to reside on their reservation."

Let us hear from you.

Very respectfully,

JOHN D. MILES,
Indian Agent.

Agent P. B. HUNT,
Kiowa, Comanche and Wichita Agency.

[Inclosure No. 2.]

UNITED STATES INDIAN SERVICE,
K., C. AND W. AGENCY,
Anadarko, Ind. Ter., December 10, 1883.

SIR: I have your letter of the 8th instant. You claim some of the Kiowa Indians are in the Cheyenne and Arapahoe reservations. The Kiowas claim they are on their own reservation, and if you will show me that they are not, by pointing out the division line, I will endeavor to comply with your request and keep my Indians off the Cheyenne and Arapahoe land.

Very truly, yours,

P. B. HUNT,
Indian Agent.

JOHN D. MILES,
United States Indian agent, Darlington, Ind. Ter.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 26, 1883.

SIR: In reply to your letter of the 13th instant I this day forward you by mail copies of the field notes of the survey of the exterior northern boundary line of the Kiowa, Comanche and Apache Reservation, from the point where said line leaves the Washita River, thence due west to the North Fork of Red River, as defined by the treaty with those Indians October 21, 1867 (15 Stats., 582), to aid you in designating the boundary line as established to the Indians of your agency.

The field notes sent include the following townships, viz:

1. Township 8, range 14 west, I. M.
2. Township 8, range 15 west, I. M.
3. Township 8, range 16 west, I. M.
4. Township 8, range 17 west, I. M.
5. Township 8, range 18 west, I. M.
6. Township 8, range 19 west, I. M.
7. Township 8, range 20 west, I. M.
8. Township 8, range 21 west, I. M.

If upon investigation it should be found that the monuments of the Government survey are so near all gone, or are so indistinct as to be practically worthless for the purposes for which they were set up, you will report the facts to this office, in order that steps may be taken to have them restored.

You will please see that the copies of field notes herewith sent are carefully preserved, and return them to this office as soon as they can be dispensed with, in order that the full set may be transmitted to the Kiowa, Comanche and Apache Agency, where they properly belong.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian agent, Cheyenne and Arapahoe Agency, Darlington, Ind. Ter.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 28, 1883.

SIR: Under date of the 20th ultimo, United States Indian Inspector Benedict reported to this Department as follows:

"* * * The Kiowas, Caddoes, and other agency Indians appear to not understand the lines dividing the Cheyenne and Arapahoe Agency from theirs. I explained to them the provisions of the treaty and the map of the Indian Territory relating to their reservation as defined by the Hon. Commissioner of the General Land Office; they don't understand it in that way, but claim a strip of land about 12 miles further north than the present boundary lines give them. Would respectfully recommend that the lines be definitely located, and the starting points west and nor h from Wichita River be properly and permanently monumented in such manner by authorized Government surveyors as will forever settle the point in controversy." * * *

The boundaries of the Kiowa, Comanche and Apache, Cheyenne and Apache, and Wichita, Caddo, and other affiliated tribes' reservations are designated in the several treaties, &c., under which they are created, as follows:

Kiowa, Comanche, and Apache. Reserve, treaty, October 21, 1867. (15 Statutes at Large, 582.)

"Commencing at a point where the Washita River crosses the 98th meridian west from Greenwich; thence up the Washita River, in the middle of the main channel thereof, to a point 30 miles by river west of Fort Cobb, as now established; thence due west to the North Fork of Red River, provided said line strikes said river east of the 100th meridian of west longitude; if not, then only to said meridian line; and thence south on said meridian line to the said North Fork of Red River; thence down said North Fork in the middle of the main channel thereof, from the point where it may be first intersected by the lines above described to the main Red River; thence down said river, in the middle of the main channel thereof, to its intersection with the 98th meridian of longitude west from Greenwich; thence north on said meridian line to the place of beginning." * * *

Cheyenne and Arapahoe Reserve. (Executive order, August 10, 1869.)

"Commencing at the point where the Washita River crosses the 98th degree of west longitude; thence north on a line with said 98th degree to the point where it is croseed by the Red Fork of the Arkansas (sometimes called the Cimarron River); thence up said river, in the middle of the main channel thereof, to the north boundary of the country ceded to the United States by the treaty of June 14, 1866, with the Creek Nation of Indians; thence west on said north boundary and the north boundary of the country ceded to the United States by the treaty of March 2, 1866, with the Seminole Indians, to the 100th degree of west longitude; thence south on the line of said 100th degree to the north boundary of the country set apart for the Kiowa and Comanches by the second article of the treaty concluded October 21, 1867, with said tribes; thence east along said boundary to the point where it strikes the Washita River, in the middle of the main channel thereof, to the place of beginning."

Wichita Reserve (unsatisfied agreement, October 19, 1872).

"Commencing at a point in the middle of the main channel of the Washita River where the 98th meridian of west longitude crosses the same, thence up the middle of the main channel of said river to the line of 98° 40′ west longitude, thence on said line of 98° 40′ due north to the middle of the main channel of the main Canadian River, thence down the middle of said main Canadian River to where it crosses the 98th meridian, thence due south to the place of beginning."

It appears from correspondence on file in this office that the Kiowa Indians object

very decidedly to the survey of the *air line* from the Washita to the North Fork of Red River, claiming that it cuts off a strip about 12 miles in width from the north side of their reservation, on which some of them are now camped, and it is for the purpose of establishing the exact "*point*" in the middle of the main channel of the Washita River, 30 miles west from old Fort Cobb (as defined by the treaty with the Kiowas, &c., of October 21, 1867), where the said east and west boundary line leaves the Washita River, thence west to where it strikes the North Fork of Red River (which is the line in dispute between the Indians), that the survey is desired.

Inasmuch as there are no funds at the disposal of this office from which the expenses of such a survey can be defrayed, I have the honor to recommend that the honorable Secretary of War be requested to cause some competent officer of the Army to be detailed to establish the point aforesaid, and to survey the said line (or exterior northern boundary of the Kiowa reserve) west to the North Fork of Red River, and also to survey the line from said point north to the main Canadian (or western boundary of the Wichita reserve), and to designate said lines by such proper and durable monuments as will permanently settle the controversy.

I inclose a copy of this report, also a copy of the latest map of the Indian Territory, issued by the General Land Office, showing the boundaries of the reservations in question as now defined and understood.

Copies of the field notes of the general survey of the Indian Territory, so far as the same indicate the exterior northern boundary of the Kiowa reserve, made in 1874, under the direction of the General Land Office, have been transmitted to Agent Miles, at the Cheyenne and Arapaho Agency.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
December 29, 1883.

SIR: In connection with office letter to you of the 26th instant, transmitting copy field notes of survey of the Indian Territory, so far as the same tend to indicate the exterior northern boundary line of the Kiowa, Comanche, and Apache Reservation, I have further to say that under date of the 28th instant I have recommended to the Department that a competent officer be detailed, under authority of the War Department, to survey said line from the "point" in the Washita, thence west to the North Fork of Red River, and also to survey the line from said point north to the Canadian, and to permanently mark the same, with the view of settling the question in dispute between the Indians of the respective reservations.

I would therefore suggest that you take no steps in the matter until the War Department is heard from.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES,
United States Indian Agent,
Cheyenne and Arapaho Agency,
Darlington, Ind. T.

DEPARTMENT OF THE INTERIOR,
Washington, December 31, 1883.

SIR: I have the honor to transmit herewith a copy of a letter dated the 28th instant, from the Commissioner of Indian Affairs, recommending, for reasons therein assigned, that an officer of the Army be detailed, under authority of your Department, to survey the exterior northern boundary of the Kiowa, Comanche, and Apache Reservation in the Indian Territory between the points named in the Commissioner's letter, as also the western boundary of the Wichita Reservation, running north from the Washita to the main Canadian River, as therein also mentioned.

In this recommendation I have the honor to concur, and to request that you will cause the necessary orders to issue in the premises.

Very respectfully, your obedient servant,

H. M. TELLER,
Secretary.

The Hon. SECRETARY OF WAR.

WAR DEPARTMENT,
Washington City, February 8, 1884.

SIR: I have the honor to acknowledge the receipt of your letter of December 31, inclosing a copy of one of December 28 last from the Commissioner of Indian Affairs, recommending that, with the view to the settlement of an existing controversy, an officer of the Army be detailed to survey the exterior northern boundary of the Kiowa, Comanche, and Apache Reservation in the Indian Territory between certain described points, in which recommendation you express concurrence, and ask that the necessary orders in the premises be issued.

In reply, I beg to state that, the matter having been carefully considered with the view of ascertaining what expense would attend the desired survey, it is found that the attendant expense would be about as follows:

2 assistant recorders, 1 month, at $100 per month	$200 00
Telegraph operators	50 00
2 observatory attendants, 1 month, at $45 each per month	90 00
Lamp oil, &c	75 00
2 chainmen, 2 rodmen, 1½ months, at $60 each per month	360 00
2 axmen, 1½ months, at $45 each per month	135 00
Monuments (5 miles apart)	40 00
Incidental expenses	50 00
Transportation to Fort Reno and return for 7 men, at $24.10 each	168 70
Total	1,168 70

This Department can provide a detail of two officers of the Army for the scientific work, and also a four-mule wagon, for the transportation of provisions, tents, and instruments while in the field, the cost of which can be borne from the appropriation for the support of the Army; but it will be necessary for your Department to provide for the other expenses above mentioned, aggregating $1,168.70, as this Department has no funds under its control applicable to the purpose in view.

Please advise me of your further wishes in the matter.

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 21, 1884.

SIR: Referring to office letter of the 29th December last, relative to the survey of the exterior northern boundary line of the Kiowa, Comanche, and Apache Reservation, I have now to inform you that upon application to the War Department for the detail of an officer of the Army to survey said line, the honorable Secretary of War, in a letter to the honorable Secretary of the Interior, dated the 8th instant, proffers the readiness of the War Department to provide a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which can be borne from the appropriation for the support of the Army, but states that it will be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the sum of $1,168.70.

As this Department has no funds under its control applicable to that purpose, I do not see that anything further can be done in the matter at present.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian Agent,
Cheyenne and Arapaho Agency,
Darlington, Indian Territory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 21, 1884.

SIR: Referring to previous correspondence had with you on the subject of the survey of the exterior northern boundary line of the Kiowa, Comanche, and Apache reserve, I have now to inform you that upon application to the War Department for

the detail of an officer of the Army to survey said line, the Hon. Secretary of War, in a letter to the Hon. Secretary of the Interior, dated the 8th instant, proffers the readiness of the War Department to provide a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which can be borne from the appropriation for support of the Army, but states that it will be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the sum of $1,168.70.

As this Department has no funds under its control applicable to that purpose, I do not see that anything further can be done in the matter at present.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
U. S. Indian Agent, Kiowa, Comanche, and Wichita Agency,
Anadarko, Indian Territory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 21, 1884.

SIR: Referring to a suggestion informally made by you some days back, that the exterior northern boundary line of the Kiowa, Comanche, and Apache reserve, which divides it from the Cheyenne and Arapaho reserve, might possibly be surveyed through the agency of the War Department, I have now to inform you that upon application to that Department for the detail of an officer of the Army to survey said line, the honorable Secretary of War, in a letter to the honorable Secretary of the Interior, dated the 8th instant, proffers the readiness of the War Department to provide a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which can be defrayed from the appropriation for support of the Army, but states that it will be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the sum of $1,168.70.

As the Department has no funds under its control applicable to that purpose, I do not see that anything further can be done at present.

Very respectfully,

H. PRICE,
Commissioner.

Hon. P. B. PLUMB,
United States Senate.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., February 22, 1884.

SIR: Referring to office letter dated December 29, 1883, "L. 22924, 1883," relating to the boundary lines between Cheyennes and Araphaoes, and Kiowas, Comanches, and Wichitas, and "with the view to settling the dispute between the Indians," I would respectfully ask if the War Department has been heard from.

This question should be settled at once, and I fully concur with your views in the request to have the survey made under the direction of the War Department.

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs,
Washington, D. C.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., March 6, 1884.

SIR: Replying to office letter dated 21st ultimo, "L. 2874, 1884," relative to the survey of the lines dividing the Kiowa, Comanche, and Wichita, and Cheyenne and Arapaho reservations, in which you inform me that War Department "proffers its readiness to provide a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which can be borne from the appropriations for the support of the Army, but states that it will be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the

sum of $1,168.70," and in which you say, "As this Department has no funds under its control applicable to that purpose, I do not see that anything further can be done in the matter at present."

I now have to inform you that the above amount, $1,168.70, has been placed to my disposal and is available at any moment for the purpose indicated in your letter, and at any time the officers thus detailed can be placed in possession of these funds.

In order that the dispute now existing between the Indians of *this* and the Kiowa, Comanche, and Wichita as to the exact location of the division lines, and have the honor to request that the detail be made at the earliest practicable date, in order that the survey be promptly made. I am sure prompt action will save trouble.

Very respectfully,

JNO. D. MILES,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 17, 1884.

SIR: Referring to office letter of the 28th December last, recommending that the honorable Secretary of War be requested to cause some competent officer of the Army to be detailed to resurvey the exterior northern boundary of the Kiowa, Comanche, and Apache reserve, also the western boundary of the Wichita reserve, in the Indian Territory; also to a letter from the honorable Secretary of War to the Department of the 8th ultimo, proffering the readiness of his Department to furnish a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which could be borne from the appropriation for the support of the Army, but stating that it would be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the sum of $1,168.70, I have the honor to state that on the 21st ultimo I caused Agents Miles and Hunt, respectively, to be advised of such communication, and informed them that as there were no funds at the disposal of the Department applicable to the payment of such incidental expenses, nothing further could be done in the matter of survey at present.

I now inclose a copy of a letter received from Agent Miles, dated the 6th instant, wherein, referring to said office letter of the 21st ultimo, he states:

"I now have to inform (you) that the above amount, $1,168.70, has been placed at my disposal, and is available at any moment for the purpose indicated in your letter, and at any time the officers detailed can be placed in possession of these funds.

"In order that the dispute now existing between the Indians of this and the Kiowa, Comanche, and Wichita (reservations), as to the exact location of division lines, I have the honor to request that the detail be made at the earliest practicable date, in order that the survey be promptly made.

"I am sure prompt action will save trouble."

It will be observed that Agent Miles does not state from what source the fund in question is derived, and in view of the peculiar circumstances of the case, I respectfully submit the matter for the decision of the Department as to what further action shall now be taken in the premises.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, March 18, 1884.

SIR: I have considered your report of the 17th instant, on the subject of the survey of the boundary line between the Kiowa and Comanche and the Wichita reservations, for which there is no appropriation available, and asking what further action shall now be taken in view of Agent Miles's statement that the necessary funds, $1,168.70, have been placed at his disposal, without stating from what source the funds are received.

Incidental expenses to the amount above named, which may be incurred in the prosecution of the work, would have to be paid by this Department, as shown by the War Department.

There is no appropriation to the credit of this Department applicable to the payment of such expenses; to incur such expenses in the absence of appropriation is a violation of law.

The matter in dispute is of too great importance to the Indians and to the general public to warrant this Department in authorizing it to be done by the aid of means furnished by private individuals whose names and their interest in the matter are not made known.

Unless such full information is furnished as will enable this Department to judge of the propriety of the whole matter, the work will not be authorized.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 10, 1884.

SIR: We desire again to call attention to the question of surveying the lines between the Cheyenne, Arapaho, and Wichita Indians' lands on one side and the Kiowas and Comanches on the other, in the Indian Territory.

Our association has the money, and will pay the entire cost and expense of the survey.

We desire these lines run, and at once, for the following reasons: The Kiowas and Comanches are daily passing north of what we believe to be their north line, and are not only disturbing the Cheyennes, Arapahoes, and Wichitas, and committing depredations on their stock, but they are also stealing, driving off, and killing our stock on pastures occupied by us with the consent of said last-named tribes.

They are committing these depredations under the pretense that they are still on their own land, and that the stock so taken is trespassing thereon; and until these lines are located by the Government, they will, we fear, continue to make trouble.

We are, very respectfully, your obedient servants,

THE CHEYENNE AND ARAPAHO LIVE STOCK ASSOCIATION,
By H. M. POLLARD,
Its Agent and Attorney.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 15, 1884.

SIR: Referring to Department letter of the 18th ultimo, on the subject of the survey of the boundary-line between the Kiowa and Comanche and Wichita and Cheyenne and Arapaho reservations, wherein it is stated that the matter in dispute is of too great importance to the Indians and the general public to warrant the Department in authorizing it to be done by the aid of means furnished by private individuals whose names and their interests in the matter are not made known, and that unless such full information is furnished as will enable the Department to judge of the propriety of the whole matter, the work will not be authorized, I have the honor to inclose herewith, for your further consideration in connection with the subject involved, a copy of a letter filed in this office on the 10th instant by Mr. H. M. Pollard, agent and attorney for the Cheyenne and Arapaho Live Stock Association, which appears to supply the information required.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, April 17, 1884.

SIR: I have considered your report of the 15th instant, submitting copy of statement of H. M. Pollard, agent and attorney for the Cheyenne and Arapaho Live Stock Association, as to the survey of the dividing line between the Cheyenne and Arapaho and the Kiowa and Comanche and Wichita Indian reservations, and their willingness to bear the expense of such survey, for reasons therein stated.

I am not prepared to allow this survey to be done by the parties named, nor under their direction, nor at their expense.

It is of great importance that the line should be properly run, and it should be done by the Government, and not at the expense of private individuals.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY, INDIAN TERRITORY,
April 12, 1884.

SIR: I beg leave to be informed when the surveying party intend to establish the south line of this reservation. The Cheyenne and Arapaho Indians say that this matter should be settled at once, as the Indians south of here are continually occupying part of this country, and encourage lawlessness. If the lines are established it is thought that the Indians can be kept on their own lands, as they respect the decisions of the Government.

I am, very respectfully,

D. B. DYER,
Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 22, 1884.

SIR: In reply to your letter of the 12th instant, inquiring whether the surveying party intend to establish the south line of the Cheyenne and Arapaho reservation, I inclose a copy of the honorable Secretary's letter to this office, of the 17th instant, in which, referring to a recent proposition of the Cheyenne and Arapaho Live Stock Association, relative to such survey, he states that whilst it is of importance that the line should be properly run, the survey can only be made by the Government and not by or at the expense of private individuals. At the present time there are no funds at the disposal of the Department applicable to the purpose.

Very respectfully,

H. PRICE,
Commissioner.

D. B. DWYER, Esq.,
United States Indian Agent, Cheyenne and
Arapaho Agency, Darlington, Ind. T.

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., July 1, 1884.

SIR: Referring to a joint letter of Agent John D. Miles and myself, of November 17, 1883, I have the honor to again call your attention to the boundary-line between the Kiowa and Comanche and the Cheyenne and the Arapaho reservations.

There can be no peace until this line is definitely fixed by proper landmarks, so I feel it is my duty to again urge that the military be requested to send a competent officer to establish the line, and also the meridian of 98° 40′ between the Washita and the Canadian Rivers. If done by the military I feel quite sure it will be respected by the Indians.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

The Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

KIOWA, COMANCHE, AND APACHE RESERVE, INDIAN TERRITORY.

WASHINGTON, D. C., *December* 1 , 1883.

DEAR SIR: I make this application to you in regard to leasing a part of the Kiowa, Comanche, and Wichita reservation. Starting at a point on the west line of the Chickasaw Nation, and run a western direction to a point on the north fork of Red River, taking the southern portion of the reservation, the line to run near Fort Sill on the south. The proposed line will start from the Chickasaw line at a point where the stage road from Fort Sill to Fort Arbuckle crosses the said Chickasaw line, and follow said road to Fort Sill; then a western direction to a point on the north fork of Red River. Said land is of no benefit to said Indians, as most of them live north of the proposed line. The Indians have no stock of account on this part of the reservation. Will file a contract made with the Indians at an early day in your office. I have lived in the Indian Territory for some time; know most of the Indians—all of any note. I am so situated as to get along on good and friendly terms with the Indians, allowing them the same rate per acre as the Cheyennes and Aarapahoes receive for their lands leased. This would bring them in a considerable revenue, where they do not receive a cent as it is now. A few white men live on this part of the reservation. The Indians receive nothing from them. The amount they receive for the lease will be a net profit to them.

Hoping your honor will take this matter into consideration, and allow me the same privilege as others that have leased of other Indians in this Territory, will comply strictly with the contract, and will be governed entirely by your orders as to the manner and time of payment, and in all things conform strictly to your instructions in the matter. Hoping this to receive your attention as early as possible, with an answer to me.

I am, most respectfully, yours, &c.,

AB. B. WALKER & CO.,
Anadarko, Ind. T.

The HON. SECRETARY OF THE INTERIOR,
Washington, D. C.

KIOWA, COMANCHE, AND WICHITA AGENCY,
Indian Territory, February 5, 1884.

SIR: Tab-a-nan-a-ka and White Wolf are here and want to send their talk to you, and to tell the Secretary what they think about leasing their grass. They say when they were at Washington they had a talk with him, and told him they were there to talk about their land. They were told that this country was given to them, and that no one would take any of it from them; that they ought to take good care of it, and for that reason we do not want to lease, but want to keep it for our own use. We think more than half are opposed to it. Tab-a-nan-a-ka says we called a council amongst ourselves, and a good many were opposed to it, but the parties who wanted to lease would not wait to hear what they had to say, but jumped up and commenced to halloo, and ran off. Another thing we wish to speak about is, that white men's cattle are crowding along the lines of our country and eating our grass, and we cannot help ourselves.

While in Washington we were told that the cattle should be moved out of the country if we wished it, but now we can hardly find a place to hold our own little bunches of cattle, on account of all the-grass being grazed and burned off.

White Wolf says when we were at Washington we were well pleased with the talk we had with the Secretary, but on arriving at home he was taken sick and was not able to look after the interests of our country for a long time, but after getting well we requested the agent to have the cattle kept off our country, but he has not succeeded yet.

Tab-a-nan-a-ka says he wanted to go and put the cattle off, but did not go because he did not want to get in trouble. We want to do what Washington wants us to do, but the Qua-had-das are an unsettled band, and want to run around all the time; they don't settle down like the rest of us, and don't farm or try to do anything like the rest of us.

We think that Fox and Cleveland are crowding things on us. They come up and embrace us and say give us some grass.

We think that as Cleveland is in the store here he should be satisfied with that without grass, or get out of the country.

We think Fox is doing us no good, and we think he should stop bothering us.

We think Qua-nah is bought by the cattle men, and don't come and talk with the rest of us chiefs.

Frizzle Head says he will talk for the Kiowas; he is satisfied a majority of them are opposed to the lease.

Fox and Cleveland are like two little boys, and he is afraid they will cause trouble amongst our people if they don't stop.

The most of our chiefs are opposed to the lease, and he thinks it ought to be stopped for awhile. We have not much land left, and love it as we do our flesh, and would not think of selling our grass any quicker.

We have sent our children off to school, and when they learn the white man's road and what is best for us to do, and they say it is best, then we will be ready to lease. He used to have a heart like stone, but now he has some feeling for his people, and whenever Washington talk comes here he always tells it to the young men and advises them to do as they are instructed, but the Qua-had-das don't do that; they have but one talk, and that is to sell grass, and this makes us feel very bad.

We are very tired of this, and don't know what to do, as Cleveland and Fox are all the time bothering us about the lease.

Please send them away and send some white men here who will set us a better example. We don't feel good or sleep good at night worrying so much about the state of affairs our country is in.

We think the white men's cattle will soon be here so thick that there will be no room for the Indians who have small bunches of stock; this is why we are so very much worried.

Sometimes we think that Fox has some understanding with Washington, and don't tell us or the agent anything about it, or if Qua-nah has any such instructions we would like to know, as the most of us are opposed to it.

This is not his talk alone, but of many, and if any other talk should reach Washington, he says to pay no attention to them, as they are not true.

We don't know but what Washington's talk has been sent, and not got to us yet. If not, he hopes he will come to our relief soon. We want this talk to go to Washington, and not fall short of there, and beg that Washington will listen to our talk, and send us a reply, that we may feel safe, and settle down in our homes and rest, after so much worry and fuss amongst our people.

Tab-a-nan-a-ka requests that the agent go out this spring and see for himself who are farming and trying to get along, and who are not, and then he can see who are the most industrious.

At the request of Tab-a-nan-a-ka and White Wolf I have written down their wishes, and the foregoing is a correct interpretation of their statements made to me.

All of which is respectfully submitted.

THOS. F. WOODARD,
Employé and Interpreter for Indians.

Col. P. B. HUNT, *Agent.*

[Indorsement.]

KIOWA, COMANCHE, AND WICHITA AGENCY, INDIAN TERRITORY,
February 8, 1884.

At the urgent solicitation of White Wolf and Tabananaka, their protest against leasing grass is respectfully forwarded to the Commissioner of Indian Affairs, with their request that it should reach the Hon. Secretary of the Interior.

I do not think they represent the views or wishes of a majority of their people, or of the Indians on their reservation, but owing to the incessant importunities of W. H. Cleveland and G. W. Fox, in the manner indicated in their protest, and as alleged by other undue influences, these Indians have been worked up to an unnecessary state of excitement and bad blood on the grass question.

Ever since the Cheyenne leases were made my Indians have come to me to talk about it. I have steadily held to a policy of non-intervention on the subject of leasing, advising them to discuss this question in a friendly manner among themselves, and if they decided to lease to come to me and I would help them to the best advantage.

G. W. Fox, some years ago, was in the employ of the Indian trader at Fort Sill, and is now interested in the cattle business along the western border of the reservation, and has unlimited opportunities to confer with the Indians who visit or are located near there.

W. H. Cleveland is an employé of one of the traders at this agency, and has equal opportunities to talk and confer with the Indians.

I would be glad to have a letter on this subject.

P. B. HUNT,
Indian Agent.

ANADARKO, IND. T.,
February 26, 1884.

SIR: I take the liberty of wrighting you the details of a council that was held here to-day by the Kiowa and Comanches to see whether they would lease their land or not. I was at the council myself. There was about 250 or 300 persons present, including whites and Mexicans. Out of this No. there was five in favor of the lease, and the ballauce said they was not ready to lease. I suppose the agent will send in his report as leased. I understand that is the talk. The agent and some other parties have been making arrangements for a stock company for some time, as I got holt of a statement yesterday with the names of the stockholders, &c. The Kiowas are all against the lease at present; they wanted you to know about this. The men that is working the lease business is men that have had cattle on this reservation for a No. of years to my own knollege. The agent is knowen to this, and has knowen it all the time. They are 75,000 or 100,000 head of cattle on this reservation that belongs to white men that has no right here. I heard one man say this morning he would stay on this reservation as long as he wanted too with his cattle, whether it was leased or not. The Indians that opposed the lease to-day at the council is very angry. Since they heard the agt said it was leased, a band of them has gone to the agent's office to see about the matter. I can't say what the result will be. I will wright you again by to-morrow's mail and tell you what the result is. I think it will be a bad result if some change is not made in the matter. I can give you all the particulars about this country and the way business is carried on here if you wish me too. It is quite different to what you think it is, I suppose. I will let you know all I can find out tomorrow.

I am, very respectfully, yours, &c.,

AB. WALKER.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

(Inclosure.)

ANADARKO, IND. T.,
February 28, 1884.

DEAR SIR: I wrote you a few lines two days ago concerning the council held here by the Kiowas and Comanches in regard to leasing their land. They were in council yesterday and to-day. I was present at both. There are a good number of the Comanches in favor of leasing their land; almost the entire Kiowa tribe is opposed to the lease. The Comanches want to lease without the consent of the Kiowas. The men that want to lease have had their cattle on this reservation for three or four years. They have used a considerable amount of money with the Comanches, and gave them presents for their influence and consent to lease, and are still at it to-day. The men that want to lease are trying to force the lease through without the consent of the Kiowas. The Comanches that are in favor of the lease have decided to send two of their men (Indians) that are in favor of the lease to see you. The agent informed the Indians that he had a letter from the honorable Secretary of the Interior stating they could lease their lands. The agent said to them it was the best for them to lease. The Kiowas say they are not ready to lease. I will be at Washington, D. C., by the 15th or 20th of March. The Comanches that want to go to see you will not do any good by going to Washington, D. C. They will send to you for permission to go to see you. I think it would be a good thing to stop the lease matter at present here. I can explain matters to you satisfactorily. You can use your pleasure about letting the Comanches go to Washington, D. C. The agent is urged to lease by the intruders or the white men that have cattle on this reservation. I will see you soon and explain matters to you in full.

I am, most respectfully, yours, &c.,

AB. WALKER.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

FEBRUARY 29, 1884.

SIR: I have the honor to inform you that for and in behalf of my people, that I have a large majority of all the people to whom this reservation was granted, who have agreed and are anxious to utilize the grass that is now going to waste, by effecting a lease to certain stockmen, who have agreed with us to pay us for the use of our

grass, and who will give us substantial guarantees to protect our rights in the premises, and we have offered those of our people who have objected to the leasing of our lands to leave the entire question to a vote of all the people to whom the lands to be leased belong, said lands being only a part of the lands owned by us. Yet the opponents have refused to thus allow a majority to avail themselves of this opportunity of benefiting ourselves. We are poor and in our present condition are unable to use these lands ourselves, and, we hope by these means to better our condition and secure the money with which to stock our lands, and as soon as possible enable us to become self-supporting. There is now no authority existing among us to determine this matter and we have no way by which we can settle this contest, and we therefore come to you, our lawful agent, and appeal to you to refer this matter to the proper authorities at Washington, that they may instruct us what to do, and how we may legally avail ourselves of these our rights and privileges.

I have the honor to remain, your obedient servant,

his
QUANAH + PARKER.
mark.

Signed in presence of—
H. KUHN.

Col. P. B. HUNT,
U. S. Indian Agent,
Kiowa, Comanche, and Apache Agency,
Anadarko, Ind. T.

I hereby certify that I have explained to Quanah Parker, a Comanche Indian, the contents of the within and foregoing letter, and am satisfied that he fully understands the objects and purport of the same.

PHILIP McCUSKER,
Interpreter.

[Indorsement.]

KIOWA, COMANCHE, AND WICHITA AGENCY, INDIAN TERRITORY,
March 1, 1884.

Respectfully forwarded to the honorable Commissioner of Indian Affairs, with the request that he make some kind of a decision in this matter.

If the question of leasing a portion of the surplus grass could be decided by a test vote of Indians, it seems to me it would be well.

P. B. HUNT,
United States Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 14, 1884.

SIR: Referring to protest of Tab-a-nan-a-ka and White Wolf, dated 5th ultimo, against leasing any portion of their reservation lands, also to letter of Quanah Parker, favoring a lease, and to your several indorsements thereon, dated respectively the 8th ultimo and 1st instant, the latter requesting that the Commissioner of Indian Affairs "will make some kind of a decision in this matter," I have to say that on January 12 last, in response to a resolution of the Senate, dated 4th December, 1883, copies of all documents and correspondence on file and of record in this Department relating to leases of lands in the Indian Territory to citizens of the United States for cattle grazing and other purposes were transmitted by the honorable Secretary to the President of the Senate, and on the 14th of January last were referred to the Committee on Indian Affairs.

Pending such reference this office does not feel at liberty to make any decision or express any opinion calculated in the slightest degree to embarrass any action Congress may take on the subject involved, further than to again call your attention to the fact that the Department declines to recognize any such leases.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
United States Indian Agent, Kiowa, Comanche, and Wichita Agency, Indian Territory.

UNITED STATES SENATE,
COMMITTEE ON INDIAN AFFAIRS,
Washington, D. C., March 19, 1884.

DEAR SIR: Inclosed are the original memorials of the Caddoes and Wichitas, and Kiowa and Comanche delegate, presented to the Senate, and referred to this committee for investigation. Will you do the committee the favor to communicate to them, in advance of such investigation, all evidence you have in the Department bearing upon the same, and such views as you choose to submit to them in reference thereto? The committee are called upon by a resolution of Congress to make an investigation into this matter, and would desire your co-operation in order that the exact facts of the case may be presented. As these are the original memorials, you will do us the favor to return them to the committee; and we would be obliged for an early reply.

Truly yours,

H. L. DAWES,
Chairman.

Hon. H. M. TELLER,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
March 21, 1884.

Respectfully referred to the Commissioner of Indian Affairs for report.

M. L. JOSLYN,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 28, 1884.

SIR: I have the honor to acknowledge the receipt, by Department reference for report, of a letter from Hon. H. L Dawes, Chairman of the Senate Committee on Indian Affairs, dated the 19th instant, transmitting two memorials, one of certain Indians claiming to be chiefs and headmen of the Caddo, Keechi, and Wichita bands of Indians, the other of Joseph Leonard, claiming to be delegate and agent of the Kiowa and Comanche tribes of Indians, all in the Indian Territory, which have been presented to the Senate and referred to said Committee for investigation, and requesting to be furnished with all evidence in possession of the Department bearing upon the same, and the views of the Department in reference thereto.

The memorial first referred to purports to be signed by Jake Tiner and She-she-kinoshe, of the Caddo, Ka-a-cado, and Now-as-to-wee, of the Wichita, and Ni-nosh of the Keechi bands of Indians, and protests against the illegal invasion and fencing in by white men, for cattle-grazing purposes, of certain lands claimed by the Wichitas and affiliated bands lying west of the Kiowa and Comanche Reservation, and between the main Canadian and Red Rivers (now partly occupied by the Cheyenne and Arapahoe Indians), under so called leases obtained from a portion of the Cheyenne and Arapahoe Indians with the corrupt connivance of some of their chiefs, and their agent, John D. Miles. The memorialists then proceed to state generally upon what grounds the said bands of Indians rest their claim of title to the lands in question, and invoke the interposition of Congress to finally adjust and determine the boundaries of their country, the title to which they ask may be secured to them by patent, and that all their just claims may be paid.

The other memorial, that of Joseph Leonard, delegate, &c., on behalf of the Kiowa and Comanche tribes of Indians, after reciting the presence of large bodies of cattle, the property of persons not citizens of either of said nations, kept grazing in their country without their consent and against their wishes and objections, and without any benefit accruing to them therefrom; charges that said cattle are so kept in their country with the knowledge and approval of the United States Indian agent for said tribes (P. B. Hunt), and that he and the owners of said cattle are the only parties benefited and profiting thereby.

The memorialist further states that the said Indians are opposed to leasing their lands for pasturage purposes, believing such a course to be impolitic and inimical to their best interests, and charges their said agent, whom he pronounces to be dishonest and incompetent, with aiding and abetting the efforts being made to secure leases of said lands, and with giving countenance to bribery and corruption incident thereto. Wherefore he prays an investigation, &c.

I have the honor to report thereon as follows:

First. The memorial of the Caddos and Wichitas, as to the claim of the Wichitas

and affiliated bands to lands west of the reservation now occupied by them and between the main Canadian and Red rivers.

On the 9th of October, 1883, I had the honor to make a full report to the Department on this subject, in which, after a thorough examination of the papers submitted and the records and correspondence on file, I reached the conclusion that the only obligation now resting upon the Government is that of confirming to these Indians a secure and permanent title to the lands they now occupy, and to this end I recommended that the agreement of October 19, 1872, with the Wichitas and affiliated bands be ratified by Congress and the title confirmed by patent. I also recommended that in view of the length of time the Cheyennes and Arapahoes have been permitted to occupy their present reservation (established by Executive order of August 10, 1869), and the failure of Congress to act upon certain agreements mentioned in my said report, the best and wisest plan would now be for the Government to confirm their title to the same, less the Wichita Reservation, and to declare the reservation established for the Cheyennes and Arapahoes by the treaty of October 28, 1867 (15 Stat., 594), restored to the status it held prior to said treaty.

With my report was submitted a draft of a bill for the issuance of patents to the Wichitas and affiliated bands, and to the Cheyennes and Arapahoes for the reservation now occupied by them, respectively, with the condition that the lands shall revert to the United States if the Indians become extinct or abandon the same. Said report and accompanying papers were transmitted by the Department to the President December 4, 1883, and by the President to Congress on the 17th of the same month, and the bill as prepared (S. 1249) has since been reported from the Senate Committee on Indian Affairs. (See S. Ex. Doc. No. 13, Forty-eighth Congress, first session.)

As to the complaints of the Caddos and Wichitas, in reference to cattle-grazing, it will be observed that their memorial only refers to grazing on the lands which they claim west of their present reservation. As stated in my report of October 9, 1883, above referred to, "there is no question in my mind that the Wichita and affiliated bands, by the agreement of October 19, 1872, relinquished all claim which they might have had before that date to any and all lands within the United States, except the reservation now occupied by them." If the view I have taken be correct, the question of cattle-grazing outside the limits of said reservation is one which cannot possibly affect them, except so far as it conflicts with their rights in said reservation alone. Until their title to the lands additionally claimed by them be established, I do not perceive that they have any right to interfere.

With reference to the pecuniary claims of the Caddos and Wichitas against the United States, a settlement of which is prayed for in their memorial, I again beg leave to refer to my report of October 9, 1883. My views on this subject will be found on page 10 of S. Ex. Doc. No. 13 before referred to.

Second. The memorial of Joseph Leonard, delegate, &c., of the Kiowa and Comanche tribes of Indians. As to Mr. Leonard's status as such delegate, Mr. Leonard claims to derive his authority to act in the premises under a general power of attorney, dated February 11, 1884, given and executed to him for that purpose by Big Tree, Lone Bull, and Big Head, Kiowa chiefs and headmen, and Black Raven and Mah-he-cô-bè, Comanche chiefs, all of the Kiowa and Comanche Reservation, Indian Territory, "on behalf of the Kiowas and Comanches represented by us." (See copy power of attorney attached to memorial.)

Annexed to this power of attorney is a copy of an affidavit of even date made by the same Indians, in which they state "that the Kiowas and Comanches, represented by them, have empowered them to make Joseph Leonard, of Anadarko, Indian Territory, their delegate," &c. Beyond the power of attorney and affidavit, the authority alleged to be delegated to said individual Indians by the Kiowas and Comanches is not shown.

As opposed to Mr. Leonard's credentials I inclose herewith a copy of a letter from Agent Hunt, dated the 7th instant, transmitting a protest signed by Paul Isart Kopeta, Paul C. Zotum, "Big Tree" (whose name appears in the power of attorney to Leonard), and some sixteen others, chiefs and headmen of the Kiowa tribe of Indians in council assembled, on the 6th instant, wherein, referring to the memorial presented by said Leonard to Congress, they repudiate his action as wholly without authority from them, and state that his assumed agency in that or any other matter is without their knowledge or consent; also that any paper purporting to be signed by them, giving or delegating authority to him (Leonard) to act for them in any capacity whatever is a forgery, or was obtained by falsely representing the contents of said paper.

I also inclose a copy of a letter from Agent Hunt, dated the 10th instant, transmitting a similar protest signed by Wild Horse, Nam-mi-wad-die, Eek-her-by, Tooah-voney, and one hundred and forty-three others, chiefs and headmen of the Comanche tribe of Indians. Copies of these protests are herewith submitted. I find no evidence on file in this office of the authority of Mr. Leonard to represent the Kiowa and Comanche tribes of Indians in this or any other matter.

With reference to the cattle grazing on the Kiowa and Comanche Reservation and the charges made against Agent Hunt in connection therewith, which appear to be the foundation of Mr. Leonard's memorial, I have to say that for the past two years great trouble has been experienced by the agent with cattle on the reservation along the line of the Texas border and that of the Chickasaw Nation. This trouble, he states, is likely to continue until a fence is put up between the reservation and the countries named.

In response to Senate resolution of December 4 last, copies of all documents and correspondence on file and of record in the Department in relation to leases of lands in the Indian Territory to citizens of the United States for cattle-grazing and other purposes were transmitted by the Department to the Senate on the 12th of January last, being S. Ex. Doc. No. 54, Forty-eighth Congress, first session, to pages 53 to 126, inclusive, of which I respectfully refer for such papers and correspondence as pertain to the Kiowa and Comanche Reservation.

I also inclose for the information of the committee copies of additional papers and correspondence on file and of record in this office since the date of said S. Ex. Doc. No. 54, upon the same subject, in connection with said reservation.

The views of the Department upon the cattle-grazing question are fully set forth in Department letter of April 25, 1883, to Mr. E. Fenlon (page 99 of said S. Ex. Doc. No. 54), and in the last annual report of the honorable Secretary of the Interior to the President (pp. 15, 16), in which he recommends that "Congress should provide some system by which the unoccupied lands can be leased by the tribe, or the Department for the benefit of such tribes, and the money expended for the tribe without covering it into the Treasury," and to which report I have the honor also to refer.

In accordance with Department instructions contained in said letter of April 25, 1883, a copy thereof was transmitted by this office to (amongst others) Agent Hunt at the Kiowa, Comanche, and Apache Agency on May 7, 1883, and he was directed to exercise a careful supervision of the matter of cattle-grazing upon the lands within his agency to the extent indicated in said Department letter, taking care that the Indians are fairly dealt with, and that the conditions prescribed by the Department are scrupulously observed. (Senate Ex. Doc. No. 54, p. 101.)

In his letter of March 7, 1884, transmitting the protest of the Kiowas against Mr. Leonard's action, before referred to, Agent Hunt remarks:

"As to the Indians leasing grass, I have been governed entirely by your letter of May 7, 1883, and the letter of the honorable Secretary which you inclosed therewith.

"I have never advised them to lease, but have left it for their own decision, though I believe I had the right to advise them to do so if I had seen it.

"As Leonard charges that I am reaping some benefit from these trespassing cattle, I consider it due me that the matter be investigated, and I respectfully ask that it be done."

I will add that there is no evidence on file in this Department of any leases having been made of lands of the Kiowa and Comanche Reservation.

Mr. Dawes's letter and accompanying memorials are herewith returned, and a copy of this report is inclosed.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, March 29, 1884.

SIR: I have the honor to acknowledge the receipt of your letter of the 19th instant, inclosing the memorials to Congress of certain Caddo and Wichita Indians, and of Joseph Leonard, delegate and agent of the Comanche and Kiowa Nations of Indians, relative to certain abuses alleged to be existing in regard to grazing leases and fencing on lands claimed and occupied by said Indians, respectively, which have been presented to the Senate and referred to your committee for investigation, and requesting to be furnished with all evidence in the Department bearing upon the same, and the views of the Department in reference thereto.

The memorials in question having been referred to the Commissioner of Indian Affairs, I have the honor to transmit herewith his report, which, with accompanying papers therein referred to, it is believed contains all the information in possession of this Department on the subject, also its views heretofore expressed upon the matter involved.

The memorials are herewith returned.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The CHAIRMAN *Committee on Indian Affairs, United States Senate.*

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. Ter., March 7, 1884.

SIR: I have the honor to inclose herewith a copy of a memorial of Joseph Leonard, who claims to be "delegate and agent, Kiowas and Comanches," presented to Congress by General Rosecrans on the 26th of February.

I received this paper in Wednesday's mail, and on Thursday the Kiowas came to my office in full force, surprised and indignant at the action of Leonard, and signed the inclosed letter to you on the subject.

The Comanches were not present, but those who have heard of Leonard's action declare it to be a fraud, and I am informed their protest as a tribe will be forwarded next week.

You are aware that my correspondence for more than a year shows the trouble I have had with trespassing cattle along the border of Texas, and the border of the Chickasaw Nation, and the same trouble will exist until a fence is put up between this and the two countries named.

As to the Indians leasing grass, I have been governed entirely by your letter of May 7, 1883 (L. 7594), and the letter of the honorable Secretary, which you inclosed therewith.

I have never advised them to lease, but have left it for their own decision, though I believe I had the right to advise them to do so if I had seen fit.

As Leonard charges that I am reaping some benefit from these trespassing cattle, I consider it due me that the matter be investigated, and I respectfully ask that it be done.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

The Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

[Inclosure No. 1.]

KIOWA, COMANCHE, AND WICHITA AGENCY, IND. T., *March* 6, 1884.

SIR: Having heard of the unwarrantable action of one Joseph Leonard, who presents, through General Rosecrans, a memorial to Congress, signed by him as delegate and agent of the Kiowas and Comanches, we have come together in council to remonstrate.

The said memorial having been read in our hearing and explained to us by our interpreter we fully understand its object and purport, and we hereby desire to repudiate the action of said Leonard, as wholly without any authority from us; and his assumed agency in this or any other matter is without our knowledge or consent, and that any paper purporting to be signed by us giving or delegating authority to him to act for us in any capacity whatever is a forgery, or was obtained by falsely representing the contents of said paper.

PAUL ISART KOPETA, Kiowa.
PAUL Z. ZOTURN, Kiowa, witness.
BIG TREE, his + mark.
HEID-SICK, his +mark.
LITTLE ROBE, his + mark.
GORI-KA-DO-TA, his + mark.
POOR BUFFALO, his + mark.
BLACK BEAR, his + mark.
DANGEROUS EAGLE, his + mark.
FRIZZLE HEAD, his + mark.
CHADDLE-KAUNG-KY, his + mark.
TAU-KAUNG-KY, his + mark.
LA-BILE, his + mark.
FEATHER HEAD, his + mark.
TA-BOODLE, his + mark.
ESA HOKEN, his + mark.
O-HET-TOINT, his + mark
KAN-TA-BO, his + mark.
LADLE-GE-AT, his + mark.

Witness, JOHN NESTELL.

I certify on honor that the memorial to Congress of Joseph Leonard, referred to in the foregoing protest signed by the chiefs and headmen of the Kiowa Indians in council, was, by me, read, translated, and fully explained to the said Indians, and I am satisfied they fully understand the purport and meaning of the same, and I further certify that the foregoing protest signed by them is a true and correct translation of their wishes, as told and expressed in open council.

THOS. F. WOODARD,
Interpreter.

To the Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D .C.

[Inclosure No. 2.]

HOUSE OF REPRESENTATIVES,
Tuesday, February 26, 1884.

By Mr. Rosecrans: Memorial of Joseph Leonard, delegate of the Kiowa and Comanche Nations, for investigation of abuses of officers practiced in Indian Territory; to the Committee on Indian Affairs.

MEMORIAL OF JOSEPH LEONARD, DELEGATE AND AGENT OF THE COMANCHE AND KIOWA NATIONS OF INDIANS.

To the Congress of the United States:

The undersigned delegate and agent of the Kiowa and Comanche Nations of Indians, and presenting herewith his credentials as such, respectfully represents on their behalf, that there are now and for a long time past have been, large numbers of cattle, the property of persons not citizens of either of said nations, kept grazing in the country of said nations without their consent and against their wishes and objections, and without any consideration being paid therefor to said nations or either of them, and without any benefit whatever accruing to them therefrom, but to their great wrong, oppression, and injury.

That the said cattle are and have been kept in the country of said nations with the knowledge and approval of the United States Indian agent charged with the duty of enforcing the United States intercourse laws enacted by you in the interest of the United States and said nations; said agent and the owners of said cattle being the only parties benefited and profiting by the pasturage of said cattle on the lands of said nations.

That the said nations are and have been opposed to making leases of their lands for the pasturage of cattle thereon to monopolies and for inadequate consideration.

They believe the making of leases to be impolitic and calculated to do injury to their best interests, and though their opposition to the leasing of their lands is well known to said Indian agent, he, at once dishonest and incompetent, aids and abets the efforts that are being made to secure leases of the lands of said nations, and gives countenance to the bribery and occupation resorted to to secure such leases.

Your memoralist presents herewith, and as part hereof, the affidavit of certain chiefs and head-men in respect to the opposition of said nations to the leasing of their lands.

Your law of March 3, 1883, requiring the proceeds of the pasturage of Indian lands, except those of the Cherokees, Creeks, Choctaws, Chickasaws, and Seminoles, to be covered into the Treasury of the United States for the benefit of the particular nation or tribe, is made a dead letter; not the slightest attempt being made to enforce it by the United States officials charged with the duty of seeing to its enforcement.

Your memoralist respectfully asks your honorable body to cause an investigation to be made in respect to the matters and things herein alleged by your memorialist, and to take such action in the premises as to you may seem fit and proper for securing obedience to the laws enacted by you for the protection and welfare of said nations, and for the welfare of the United States, and for preserving harmony within said nations, and peace between them and the United States or citizens thereof.

JOSEPH LEONARD,
Delegate and Agent Kiowas and Comanches.
LUTHER H. PIKE,
Attorney.

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., March 17, 1884.

SIR: In my letter of 7th instant, reference was made to a protest which the Comanche Indians intended to make against the action of Joseph Leonard.

I now have the honor to transmit herewith a paper signed by their chiefs and head men, repudiating the acts of Mr. Leonard; the names embrace the principal men of the tribe, who signed willingly, and expressed considerable indignation that they had been subjected to such misrepresentation.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

[Inclosure.]

KIOWA, COMANCHE, AND WICHITA AGENCY,
Indian Territory, March 10, 1884.

SIR: Having heard of the unwarrantable action of one Joseph Leonard, who presents through General Rosecrans a memorial to Congress, signed by him as delegate

and agent of the Kiowas and Comanches, and the said memorial having been read in our hearing, and explained to us by our interpreter, we fully understand its object and purport; we hereby protest and repudiate the action of said Leonard, as wholly without any authority from us, and is without our knowledge or consent, and that any paper purporting to be signed by us, giving or delegating authority to him to act for us in any capacity whatever, is a forgery, or was obtained by falsely representing the contents of said paper.

We do not recognize any other to act for us but our lawfully and duly accredited agent, to whom we always apply for the redress of our grievances, and through him to you in all matters of importance, and we do not need nor do we ask the help of designing white men who come among us surreptitiously for sinster purposes and who have no character to lose.

Very respectfully,
Signed (with x-mark) by the following:

WILD HORSE,
NAM-MI WADDIE.
ECK-HER-BY.
TOVAH-VO-NEY.
WOOD-AH-OHOPTH.
TIMER
MAH-CHO.
CHAY-KA.
ER-YA.
TEN-NE QUER.
HOAH-KOY-PITTY.
TIS-SON.
MI-KE-SUAH.
TO-MO-CHO.
O-NI-DITTY.
E-TO-VITS
YAN-NY-VIT-TOO-AH.
PAT-CHO-KO-TO-HO-VIT.
AU-HUE.
A-SE-TICK A-PER.
E-SA-DOVAH.
QUAH-SE-A-TA-MY.
O-NARD-NEY.
PEACH-NAH.
WOOK-SEE.
PAU-VO-TI-VO.
KO-HE-YAH.
MOO-SY-WAU.
WOOD-A-PEOP.
NIM-SEY.
PO-HAU-DOOAH.
CHAP-PEY.
A-SE-NAP.
AT-TA-WYFPER.
HE-VAH.
CHAIN-NA-PO-HAU-CUT.
NAN-NAS-SO-YO.
COF-TY.
MA-A.
E-ON-AH.
EAUT.
TAU-HAU-VE-YAH.
WER-WAU-NEY.
TAV-CY-UP.
NE-HI.
A-SE-TOCK-A-PER.
BLACK HORSE.
TO-SA-WOVS-A-WE.
QUAS-SE-CHE-KEY.

HE-CHO-VAH.
KAH-TAH.
LITTLE CROW.
KA-WER-TZEME.
WIN-CHOP.
PAH-WOONARD.
PAH-KE-KUMMA.
KI-WHER-BY.
WAH-BOF-PY.
AH-DO-SEY.
E-SA-ROIE.
ODA-PEAH.
AU-TY.
TID-DO-NY.
WAH-KA-QUA.
TO-WACK-NEY.
CHE-YECK-WEY.
ESANANAKA.
CHE-WOON-NEY.
AT-TOCK-NEY.
KO-MAH.
TO-CAS.
SAN-TI-A-GO.
PES-CHE-PAPPY.
ATCH-KAV-VY.
CHE-KO-VI.
PAH-DA-PONY.
KO-SE-MOO-DA-WAU.
PERK-A-QUANAH.
KIOWA.
YACKY-PO-BY.
WER-A-DY.
TOVAH-NIPPER.
PO-HAU-PUT-CHO-KO.
ME-SA-RAH.
PAH-KE-HER.
QUAS-SEYAH.
QUER-DY.
TAB-BY-KIN-NEY.
PAT-CHO-KO-PADDOWAH.
PER-DAH.
IS-SA-TA-QUON.
TARCY-POK-A-DOVAH.
MO-CHE-ROOK.
TEN-A-MA-KI.
WER-WHE.
PE-CHU-NEY.
TAR-WHEKAH.
NIN-SEY.

KAR-NO.
NO-NAR-TE-MO.
TAB-BO-ER.
WUR-KE-NIE.
TIS-CHE-CODDY.
TAH-BEAS-CHIP.
WY-KO.
TAW-WER.
AH-CUT.
COAS-CHO-QUITTA.
TAH-KO-NEY.
QUANAH.
KA-HABBY-WITE.
TO-WHIS-CHEY.
TAB-BY-YET-CHEY.
A-TOE.
WECK-EA-BITTY.
PI-TY.
I-NEE.
PE-SI-U-NAH.
TAH-BO-KO.
MAM-SUK-AWAT.
TAH-SU-DY.
WUG-YEAH.
TIN-A-VER-TA.
CHAHT.
COAS-CHO-ET-IVIT.
TAH-CHA-CHA.
TOKE-HEAH.
NAN-ANTS.
PO-E WAT.
HIGH-TOS-CHA.
CHICKEN.
POW-VO-NEITHK.
CHAH-TARCY.
ECK-SEE.
TAH-DOEY-VIS-CHY.
WAH-BOF-PY.
O-HAW-WOONARD.
YO-AH.
WA-SIS CHY.
PARRICA-ECK-I-VIT.
TITCHY-WY.
PO-E-MOCK-EAH.
TOTH-KO-YAN.
TO-SA-MA-REAH.
TIM-MA-WUKY.
HAU-NO-VICH.

Signed in presence of—
E. L. CLARK,
THOS. F. WOODARD.

The Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

We certify on honor that the memorial to Congress of Joseph Leonard, referred to in the foregoing protest, signed by the chiefs, headmen, and others of the Comanche Indians, was by us read and translated and fully explained to the said Indians, and we are satisfied they fully understand the purport and meaning of the same; and we further certify that the foregoing protest signed by them was also fully explained to them before signing, and we are satisfied they fully understand the purport and object of the same.

E. L. CLARK,
Interpreter.
THOS. F. WOODARD,
Interpreter.

KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., March 18, 1884.

DEAR SIR: Referring to my letter to you of the 8th instant, I herewith inclose a copy of the protest of the Comanches against the action of Joseph Leonard, addressed to the honorable Commissioner of Indian Affairs, which I will thank you to file with the protest of the Kiowas already forwarded to you.

Very truly, your obedient servant,

P. B. HUNT.

Hon. J. C. S. BLACKBURN,
Washington, D. C.

[Indorsement.]

Respectfully referred to the honorable Commissioner of Indian Affairs.

Very respectfully,

JO. C. S. BLACKBURN.

MARCH 26, 1884.

(See Protest of Comanche Indians, copied ante, p. —,)

MARCH 25, 1884.

We learn with surprise that one Joseph Leonard, a white man, is now in Washington pretending that he has been sent there to represent the wishes of the Kiowa and Comanche Indians. In behalf of a large majority of all the Indians of this reservation, we pronounce Leonard's statements to be false, malicious, and in nowise representing the sentiments of our people.

We look upon Leonard as a fraud, a scoundrel, a bad and dangerous man, who, if allowed to go on as he has been doing with his bad advice to the Indians, will in a short time be the cause of very serious trouble among the Indians themselves, and also between the Indians and white people, who are properly residing in the Indian country.

Leonard has repeatedly advised the Indians to burn the grass and destroy the fences on the lands leased by the Cheyennes and Arapahoes. The Indians have followed Leonard's advice in this matter, and have burned the range in a great many places and destroyed the fences, besides killing large numbers of cattle, the property of citizens of the *United States.* This has already caused bad blood between the Cheyennes and Arapahoes on one side, and the Kiowas and Caddoes on the other, and may at any time lead to a very serious outbreak.

This has all been brought about by the bad advice given to the Indians by Leonard, who has made some of the Indians believe that the agent and all other white men but himself are rascals. He is not actuated by the desire to benefit the Indians, but thinks he will better his own condition by his false statements.

Aside from this, he is always begging money from our people, which they can very ill spare, taking the bread out of the mouths of our women and children, in order that he may enjoy himself at our expense in the East.

Many of our people are ignorant, and easily influenced by a man who has as little regard for the truth as Leonard. We hope the Government will take some steps

towards preventing him (Leonard) from interfering with our people with his bad advice, before it leads to serious trouble, and to that end we request you, our agent, to forward this, our talk, to the Commissioner of Indian Affairs.

QUANAH (his × mark) PARKER.
OTTER (his × mark) BELT.
E-SA- (his × mark) NAN-NA-KA.
TIS-CHA- (his × mark) COD-DY.
WILD (his × mark) HORSE.
EAS-A- (his × mark) WO-WO-KA.
ESA (his × mark) HABIT.

Witness:
THOMAS DONNELL.

Col. P. B. HUNT,
United States Indian Agent for Kiowa, Comanche, and Apache.

I hereby certify that I have interpreted all of the foregoing, and have witnessed the signature of the Indian chiefs, whose names and marks are affixed.

PHILIP McCUSKER.

[Indorsement.]

KIOWA, COMANCHE, AND WICHITA AGENCY, IND. T.,
March 28, 1884.

The within letter of Quanah Parker and other Comanche chiefs is respectfully forwarded to the honorable Commissioner of Indian Affairs, as requested. I gladly emphasize all they say, for I believe it can be substantiated by affidavit if necessary.

The matter needs attention.

P. B. HUNT,
United States Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 5, 1884.

SIR: In connection with my report of the 28th ultimo upon the subject of a memorial presented to Congress by Joseph Leonard, on behalf of the Kiowa and Comanche Indians, in reference to the leasing of their lands for grazing purposes, &c., I have the honor to inclose herewith a copy of a communication, dated 25th ultimo, signed by Quanah Parker and other Indians of said tribe, with the indorsement of Agent Hunt thereon, which has been received in this office since the date of my said report, and respectfully recommend that the same be transmitted to the Senate Committee on Indian Affairs for its further information on the subject.

A copy of this letter is also inclosed.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
April 7, 1884.

SIR: Referring to Department letter of the 29th ultimo, transmitting a report of the Commissioner of Indian Affairs on the subject of a memorial presented to Congress by Joseph Leonard, on behalf of the Kiowa and Comanche Indians, in relation to leases of their lands for cattle-grazing purposes, I have the honor to inclose herewith, for the further information of the committee, a copy of a letter from the Commissioner of Indian Affairs, dated 5th instant, inclosing a copy of a communication from certain of said Indians, with indorsement of the agent thereon, which has been received in the Indian Office since the date of said original report on the subject.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The CHAIRMAN COMMITTEE ON INDIAN AFFAIRS,
United States Senate.

POST-OFFICE DEPARTMENT,
Washington, D. C., May 2, 1884.

SIR: The contractor on route 32123, Caddo to Anadarko, Ind. T., under date of the 28th ultimo, states that "I wish to draw your attention to the fact that parties are building fences across the road on route 32123, Caddo to Anadarko, Ind. T., and not putting in bars or gates, making it about impossible to go from one office to another. In one place we have to go 5 miles farther and no road at all. * * *"

Will you please advise this Department as soon as practicable whether this fencing up of r ads which have long been used for mail transportation purposes is authorized; and if it is not, will you please cause the obstructions to be removed, so that the mail service may be performed in accordance with the contract.

Very respectfully, your obedient servant,

H. D. LYMAN,
Acting Postmaster-General.

HON. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 5, 1884.

SIR: I have the honor to acknowledge the receipt, by Department reference of the 3d instant, of a communication, dated the 2d instant, from the Acting Postmaster-General, relative to persons building fences across the road on route 32123, from Caddo to Anadarko, Ind. T., and not putting in bars or gates, thereby making it almost impossible to go from one office to the other, &c.

In reply I beg to say that in office letter of this date, Agent P. B. Hunt, of the Kiowa, &c., agency, at Anadarko, has been instructed to give immediate attention to this matter, and under no circumstances to permit the obstructions mentioned, but in every instance to see to it that the proper gates are put in, and in the event of any delay to comply with these intructions on the part of the persons offending, to immediately report the facts to this office.

I respectfully ask that the Post-Office Department be informed of the action taken by this office.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 5, 1884.

SIR: I am in receipt, by Department reference, of a communication dated the 2d instant, from the Acting Postmaster-General, calling attention to the fact that parties are building fences across the road on mail route 32123, from Caddo to Anadarko, and are not putting in bars or gates, making it almost impossible to go from one office to the other.

You will give this matter your immediate attention, and under no circumstances permit the obstructions mentioned, but in every instance see to it that the proper gates are put in. In the event of any delay to comply with these instructions on the part of the persons offending in this regard, you will immediately report the facts to this office.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
United States Indian Agent, Anadarko, Ind. T.

DEPARTMENT OF THE INEERIOR,
Washington, May 6, 1884.

SIR: I have the honor to acknowledge the receipt of your letter of 2d instant in relation to the obstruction on mail route in Indian Territory, caused by fencing across the roads and neglecting to place gates or bars to facilitate passage.

In reply your attention is respectfully invited to the inclosed copy of letter of 5th instant from the Commissioner of Indian Affairs, in which he states the action taken by him to correct the evil complained of.

Very respectfully,

H. M. TELLER,
Secretary.

The Hon. the POSTMASTER-GENERAL.

DALLAS, TEX., *August* 26, 1884.

DEAR SIR: I invite your attention to the inclosed newspaper clipping, to inquire if it represents correctly the attitude of your Department touching the lands referred to. There are certain gentlemen here who contemplate leasing some of these lands, whenever it can be done by the authority and with the sanction of the Government.

Respectfully,

OLIN WELLBORN.

Hon. H. M. TELLER,
Washington, D. C.

ADVISED TO LEASE THEIR LANDS.

Acting Secretary of the Interior Joslyn to-day directed the Commissioner of Indian Affairs to write a letter for the delegation of Kiowa, Wichita, and Comanche Indians to take to the Indian Territory, advising their tribes to lease portions of their land for a few years. The Indians expressed the opinion that the leasing of their lands to cattlemen will yield them an income and be the means of teaching them how to graze and care for cattle.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 4, 1884.

SIR: Your letter of the 26th, ultimo, addressed to the honorable Secretary of the Interior, inclosing newspaper slip that "Acting Secretary of the Interior Joslyn to-day directed the Commissioner of Indian Affairs to write a letter for the delegation of Kiowa, Wichita, and Comanche Indians to take to the Indian Territory advising their tribes to lease portions of their land for a few years," and inquiring whether such statement in the public press represents correctly the attitude of this Department touching the lands in question, has been referred to this office.

In reply I have to say that upon inquiry of the honorable Acting Secretary, he informs me that he gave no such directions as he is represented to have done, but told the Indians that a special agent of the Department would be sent to the Kiowa agency to confer with the tribe, and ascertain their views on the subject, and this was the understanding of this office.

Very respectfully,

H. PRICE,
Commissioner.

Hon. OLIN WELLBORN,
Dallas, Tex.

FORT WORTH, TEX., *June* 28, 1884.

SIR: We are desirous of obtaining a lease in Indian Territory of a large tract of grazing lands, say 50,000 to 100,000 acres, and not knowing just what steps are necessary to secure the same, we write this to you to ask for information.

If you will take the trouble to write us a letter on this subject we will be greatly obliged to you.

Yours, &c.,

A. F. TRUITT, &c.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DALLAS, TEXAS, *July* 23, 1884.

DEAR SIR: We notice in the report of Indian Agent P. B. Hunt a recommendation that the lands composing a portion of the reservations of the Kiowas, Comanches, and Wichita Indians be leased. If there is any *legal* way by which a lease can be made with these Indians or their legal representatives and afterwards be fully protected by the Government, we are very desirous to effect such a lease. If you will be kind enough to send us such documents or other information as will give us all the necessary information with regard to the matter.

By giving this your attention you will greatly oblige,

Yours, very respectfully,

S. W. S. DUNCAN.

Hon. H. M. TELLER,
Secretary Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
August 25, 1884.

SIR: In reply to your letter of the 23d ultimo, addressed to the honorable Secretary of the Interior, and by him referred to this office, inquiring whether "there is any legal way by which a lease can be made with these (Kiowa) Indians or their legal representatives, and afterwards be fully protected by the Government," I have to say that this Department finding no authority for the making of such leases by the Indians has uniformly declined to approve them.

The whole subject has been laid before Congress for its consideration and action.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

S. W. S. DUNCAN, Esq.,
Dallas, Tex.

KIOWA, COMANCHE AND WICHITA AGENCY,
August 1, 1884.

SIR: In connection with my duties at this agency I have the honor to state that a very respectable number of Kiowa and Comanche Indian chiefs, in council to-day, requested me to write to you in their behalf in reference to leasing for pasturage a portion of the reservation allotted to them.

They respectfully represent that Quanah, a half-breed, and Permamsee Jack, full Indian, with others, have gone or are about to go to Washington upon permission given by the Department for the purpose of seeking an approval of their scheme of leasing, without their knowledge or consent, without showing them the permission referred to, without consulting them in council, without notifying them of their intended departure, and in face of their solid objection to leasing the land.

They respectfully ask that no approval be granted Quanah until they have been heard and represented, as they claim to have a majority opposed to the lease. A count was made last fall which was not based on council action or actual vote, and which should not be considered.

They also desire to bring before the Department the methods that are being used to secure this lease, and beg that no hasty action may be taken in the matter.

Not having had the time or opportunity to thoroughly examine the merits of the case, I shall not presume to advise or make recommendations as to the best manner of using the southern portion of this reservation. But I have observed that Mr. McCusker, Quanah's interpreter, is a success as an adroit attorney, and much less of an interpreter than attorney.

I have observed also that two of the traders here are exercising improper influences among the Indians in reference to this lease business. Mr. Fred, who wants 700,000 acres, states in an application to the agent, of February 26, 1884, which you may see: "I have spoken to a number of the leading men of the different tribes, who have each and all promised that if they ever leased that they preferred I should have a large tract."

W. H. Cleveland, who represents Mrs. Hutchin's interest in Cleveland & Co., traders, is very active in buying by pretty gifts, and soliciting the influence of Indians in leasing.

This causes so much disturbance, complaint, and uneasiness among the Indians, such a species of uncalled-for rivalry among a class of traders, which sets a bad example to the Indians, and is so pernicious in its effect of unduly influencing Indians, that it should be stopped.

It is enough for traders to trade. I therefore recommend that no trader or person connected with a trader's store be allowed to lease land or grass from the Indians, or to engage directly or indirectly in leasing land or grass for or on behalf of other persons.

Whatever conclusion may be arrived at in respect to this land, I trust that the utmost care and caution will be exerted in the disposition of it.

Very respectfully, sir, your obedient servant,

PARIS H. FOLSOM,
Special Agent.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 25, 1884.

SIR: Referring to your communication of the 1st August last relative to the grazing question in connection with the Kiowa, Comanche, and Apache Reservation, you are advised that shortly after the date thereof a delegation of Kiowa and Comanche Indians consisting of Quanah (Porker) Permansur (Black Star), Big Bow, Howling Wolf, and Tahawson and wife, accompanied by Interpreter McCusker, arrived here and had an interview with the honorable Acting Secretary and the Acting Commissioner of Indian Affairs relative to leasing portions of their reservation for grazing purposes, representing that cattle owners were willing to lease their unoccupied lands, and to employ Indians as herders.

In view of the representations made in your letter that a majority of the Indians were opposed to leasing, and desired to be heard before the project received official sanction, the honorable Acting Secretary directed that the sentiment of the Indians generally be ascertained prior to any definite action by the Department.

The views of the Department on the general subject will be found in the inclosed copy of Department letter to E. Fenlon, April 25, 1883, a copy of which was transmitted to Agent Hunt May 7, 1883.

You will observe from this letter that whilst the Department recognizes an implied right of the Indians, under section 2117 Revised Statutes (Comp. Indian laws, ed. 1883, p. 48), in their tribal capacity, to grant permission to parties to graze cattle on the unoccupied lands of their reservations, on fair and reasonable terms, subject to such supervision as the Department may consider proper to prevent the Indians from being imposed upon, it does not recognize their right to lease the lands, or to create any incumbrance thereon, or in any manner give to parties rights, the existence of which may be disputed after the lands shall cease to be a part of the reservation; and no leases or agreements looking to that end have been approved, or will receive the authoritative approval of this Department.

After you have carefully perused the honorable Secretary's letter, you will assemble the Kiowa and Comanche Indians in council (taking care to insure a full representation), and make known to them the views of the Department on the general subject. You will invite from them a full and unrestrained expression of opinion, and transmit the record of proceedings, with your report thereon, to this office, for such further action as may be deemed advisable.

The general deficiency act, approved March 3, 1883 (22 Stat., 590), provides that "the proceeds of all pasturage and sales of timber, coal, or other product of any Indian reservation, except those of the five civilized tribes, and not the result of the labor of any member of such tribe, shall be covered into the Treasury, for the benefit of such tribe, under such regulations as the Secretary of the Interior shall prescribe." Circular No. 135 from this office, of September 10, 1884 (copy inclosed), instructs the agents as to their duties under this section.

Referring to that part of your letter of August 1 which alludes to the action of the traders at the Kiowa, &c., agency, in soliciting the Indians for leases of grazing lands, I have issued a circular requiring all Indian traders and persons engaged with or employed by them to confine themselves strictly to their legitimate business conformably to the license issued from this office, and prohibiting all such persons from holding herds of cattle on the reservation for private purposes or from attempting to obtain concessions from the Indians of the use of lands for cattle raising, grazing, or other purposes under penalty, on proof of the facts to this office, of an immediate revocation of the license.

This circular (a copy of which is inclosed) has been transmitted to all agencies where traders are located.

Very respectfully,

H. PRICE,
Commissioner.

PARIS H. FOLSOM, Esq.,
Special Agent, Indian Service,
Kiowa, Comanche, and Wichita Agency, Anadarko, Ind. T.

[Inclosure.]

Accounts, 1884.] [Circular No. 135.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 10, 1884.

To United States Indian Agents:

In order to comply with the requirements of that clause of the act to supply deficiencies, &c., approved March 3, 1883, in reference to "miscellaneous receipts," you will commence October 1, 1884, to divide all funds of that character received by you into four classes.

Class 1 will include all moneys received from rent of Government buildings and from sale of condemned Government property, or of any material exclusively the property of the Government, which property was received at your agency since July 4, 1884.

Funds of Class 1 cannot be used by you, but must be covered into the United States Treasury at the end of each quarter, under sections 3617 and 3618, Revised Statutes.

Class 2 will include all funds derived from proceeds of sales of forage and subsistence belonging to the Government, and of hides.

These moneys will be brought into your accounts, with full explanation of sources whence derived; and will be carried back upon the books of this office to the appropriations from which the purchases were originally made, and be again available for the same purposes as the original appropriations, if needed, upon your properly approved estimates and recommendations. Those derived from sales of subsistence must be disposed of in accordance with section 30, Instructions to Indian Agents, October 1, 1880.

Class 3 will include funds derived from any product of an Indian reservation without Indian labor, such as grazing tax, right of way for herds to cross, right to outsiders to obtain hay, and to use or remove timber, minerals, &c.

From funds of Class 3 you will first deduct the actual necessary expenses when authorized; such as for advertising, sale, collection, &c., and deposit the net proceeds in the Treasury at the end of each quarter for the benefit of the Indians entitled thereto, accompanying each deposit with a statement showing the tribes or bands to which the several sums belong and with such recommendation as to manner of expenditure for their benefit as you believe to be best.

All deposits of either of the above classes must be made in conformity with office circular No. 90, as far as its requirements are applicable.

Class 4 will include all funds derived from the following sources on Indian reservations, viz: Sales under section eleven, of act of July 4, 1884, making appropriations for this department of Government property which was at your agency on that date, and also, from sales of hay cured, hops, and other produce raised; standing timber cut by Indians to clear land for cultivation; dead and down timber prepared for market by Indians; brick or lime manufactured, and all articles fabricated, and also from work done in agency shops, and toll in grist or saw mills where Indian apprentices are employed, being such funds as are in any degreee the result of the labor of Indians alone, or of Indians assisted by agency employés; also from the sale of hides from cattle, the increase of school herds, and receipts from fines in punishment of Indian offenses.

You will retain funds of Class 4, reporting to this office at the end of each quarter, or oftener, the amount on hand and the sources whence derived, with such recommendation as to manner of expenditure as would in your opinion be best for the Indians and the service, for the approval of this office.

The foregoing may fail to state every source from which "miscellaneous" funds may come into your hands, but it is believed to be sufficient to indicate the class to which any belongs. If you are uncertain, however, as to any of your receipts, apply to this office for instructions in time to render your quarterly accounts properly.

As you are responsible under your official bond for all moneys coming into your hands by reason of your position as Indian agent, all funds referred to in this circular must appear in your accounts and every expenditure thereform be property authorized and vouched for.

H. PRICE,
Commissoner.

[Inclosure.]

Civilization, 1884.] [Circular No. 140.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 18, 1884.

Information having reached this office that certain persons are availing themselves of their positions as Indian traders to influence, by gifts and otherwise, leading men

of Indian tribes to lease to them large tracts of reservation lands for grazing purposes, all such practices are hereby strictly prohibited.

Traders at the various agencies, and all persons engaged with or employed by them, will confine themselves to their legitimate business conformably to the license issued by this office, and any deviation therefrom, whether in the holding of the herds of cattle on the reservation for private purposes or in the attempt to obtain concessions from the Indians of the use of lands for cattle-raising, grazing, or other purposes, will, on proof thereof to this office, be promptly followed by a revocation of the license.

Agents will notify this office of any infraction of this regulation.

H. PRICE,
Commissioner.

FORT WORTH, TEX., *September* 19, 1884.

SECRETARY INTERIOR,
Washington, D. C.:

DEAR SIR: I am desirous of obtaining a lease of 100,000 acres of land in the Comanche and Kiowa territory for grazing. Would be pleased to know if the Indians have the power to lease their lands. Would also ask what course to pursue to obtain a valid lease of their lands.

Very respectfully,

C. T. HERRING.

KIOWA, COMANCHE, AND WICHITA AGENCY,
December 16, 1884.

Hon. HIRAM PRICE, *Commissioner:*

SIR: Respecting cattle and grass affairs at this agency, I have the honor to make the following report:

The orders contained in your instructions of October 25, L. 14318, 1884, I conveyed to the Indians in repeated councils and frequent meetings in my room.

Quanah, Comanche chief, says he never took out a pistol to threaten cow boys. He only asked for yearlings that were fagged out. He carried a paper to show who he was and gave information as to where the best grass was to be found, and which way they should travel. If he saw any stock that was lame he asked for that, as they would have to drop such stock some place. He says he will obey the Commissioner's orders.

Otter-belt says he will not ask anything more from cattlemen; he will stop it.

Lone Wolf, Kiowa chief, has talked to Indians about killing cattle; he has had trouble with three or four of his men, and says, if they do not stop killing cattle he will turn them over to the Government himself.

White Horse, Kiowa chief, says if the cattle were kept off the reservation and properly herded they would not be killed. "Cattlemen lie about the Indians." They blame the Indians for all the cattle stolen, strayed, or lost. Cattlemen say Indians draw cattle over the lines to catch and kill them; this he disputes, and says it is not so. Indians have killed cattle when astray and white men do just the same thing. White men kill stock, alter brands, and steal horses, and Indians get blame for all that going on in the country.

The cattlemen from the Cheyenne and Arapaho lease have repeatedly asked Indians to take bands of cattle on this reservation and herd them; that they will give them good wages for it.

The Kiowas will not agree to that; they want the cattle driven off the reservation. White men drive their cattle *on* the reservation and then threaten the Indians if they molest them. Lone Wolf well says, "The white cattlemen get mad quick, and that they are as ugly as Indians." I have heard from many sources that white men give cattle to Indians for one reason and another, and in so doing they will "cut out" one not belonging to themselves, a stray beef, and kill it, and then cut off the ears, and cut out the brand to destroy all trace of ownership. White men seeking favor with Indians to get cattle on the reservation for free grazing will often do this. The Indians are bad enough, but not so bad as represented. Indians, like whites, learn badness more rapidly than goodness, and unfortunately many of the whites coming in contact with the Indians are skilled in deviltry, and they transfer it to the Indians with wonderful alacrity.

I beg you to excuse the digression, sir, but, "for ways that are dark and tricks that are vain," the white man beats the Indian.

The policy of the agent in looking after these border matters should be aggressive; it is lamentably weak, negative, and ineffective.

There are some Indians who will possibly have to be dealt with severely; the majority and principal chiefs are not so. They need attention, sympathy, and encour-

agement from the agent. This they do not get in any measure. The agent is petty, distant and repelling in his intercourse with the Indians. A large number, I firmly believe a majority, are not welcomed to the agent's office; they go there when compelled to on business; never for advice or conference. This dissatisfaction with the agent is wide-spread; it is demoralizing in its tendency, because Indians require the utmost patience and a continued incitement to habits of industry, thrift, and honest livelihood. The great majority of the Indians here are well-meaning and would progress rapidly with the assistance an agent should extend to them.

To the subject contained in your letter also of October 25, L. 14939, 1884, I paid careful attention. It was impossible to hold council with all the Indians interested in the matter at once, and the two opposing parties preferred to talk separately. I therefore wrote out what I had to say (inclosure A), in order to have the same speech for both sides and all the Indians, and to prevent dispute and misunderstanding. There is no doubt about the Indians comprehending the statements conveyed to them. Both sides produce some good arguments.

The anti-leasers came forward first; their points for opposition to selling grass are, that many Indians want to learn to farm; if they leased, they would have to freight and there is not enough of that work for all; that they can work for money and stock, and will soon be able to get a living without selling land or grass, and that is the reason they want the reservation left as it is; they know there is money in the ground. Some Indians are taking cattle to herd and it should not be done; that they want plenty of room to move their cattle about so they will do well, and come out in the spring with plenty of increase; that they want plenty of room to cut hay for their increasing herds of cattle and ponies; that most of the anti-leasers have stock, more in proportion than the leasers; that many of the Indians, anti-leasers, are getting large corn-fields, and they want room so they can keep the cattle away from the cultivated lands; that if grass is sold, they will have their pockets full of money one day, and in a few days it will be all gone; cattle and crops stick all the time; do not use them like money; that they want cattle and land so they can herd and learn to work, and be ready to meet the time when their annuities and supplies stop; some Indians have good bunches of cattle now and many acres in corn; several Indians have 40 or 50 acres in corn; that they have fields of corn and some cattle now, and want white men to stay off the reservation; want Indian cattle to have Indian grass; that there is a good living in the ground, waiting to be dug out of it; some Indians are not now dependent; one first carries rails on his shoulder to make fence; that they want land as much as white men for increase of stock; that money would make their young men gamble more than they do; it would draw them away from learning to work—to gamble; that they do not want to sell grass, because they believe they will have cattle and ponies enough to require it all; want to keep cattle fat; when Washington gave land, nothing was said about leasing land; that they want their land for range; that they want their young men to learn to work as they grow up; that they think they are doing well now, and money would just put them back, and make them idle; that if cattlemen get grass they have to pay for; after they once get on the reservation they will be after more that they do not pay for, just as they act now; they will crowd the Indians back further and further all the time.

The strong points given in favor of leasing are, that their grass is being eaten up for nothing, and the Indians are tired of it; that in four or five years they have lost a large amount of money by not leasing, as cattle have been on the land anyhow; that cattle ranches in Texas are only one-half mile from line of reservation, and they cannot keep cattle off; that Quanah and his men have been in favor of a lease a long time, and many are with him; that some Indians wanted to lease several years ago, and have not changed their minds about it; that as they have to look out for themselves some time, they should begin now and lease, and have restriction that Indians should be employed as herders; that they should be allowed to do as they please about their own lands, and lease to whoever they select—people they know; that they should be allowed to try leasing grass, as they think it is best; that they should be allowed also to lease to the cattlemen they have known a long time; they feel under obligations to them; have received a good deal from them; that the tribes should be divided, let those who want to lease take a part of the reservation and lease it, and try it, and if the rest see it and like it, let them come in too; that they ought to be allowed to lease if they want to do so.

A final council was appointed by the leasers, and two Indians were selected to give the final talk; they asked to have their speeches written out in full, which was done. Quanah, chief leaser, had to go home before this council, and he told me Jack would act for him, and that he, Jack, had his, Quanah's, talk. I ask to have these speeches, inclosures B, carefully read and examined. Quanah sent me the inclosure C, purporting to be the result of a council; this note was read in council as part of Quanah's speech; it was written by a cattleman, Dick Saunders, and it was molded by him and not by the Indians.

While councils were in progress I began the vote. The method established was to

take the agency census-book as a basis of the count; to allow chiefs or headmen to claim those not present; to have the same rule for both sides; not to allow either party to see the result; in case of dispute to have the party in dispute, as claimed by both sides, come forward and speak for himself; not to allow boys under twenty to vote unless they were actually at work; to mark those claimed by both sides "doubtful," where they could not be seen.

The Penetethka Comanches have been ranked among the affiliated tribes of the Caddo and Wichita Reservation for many years; they were there before the agencies were consolidated; their ration and annuity day are the same as the rest of the affiliated tribes, and not with the Comanches; the agent ranks them in his report with the affiliated tribes, and in no way connects them with the Kiowas, Comanches, and Apaches, on south side of Washita River. I therefore decided to vote the Penetethkas separately; if they continued with the affiliated tribes and received annuity goods with them, they could not come over and again receive another share with the Comanches. If voted, counciled, and shared benefits, such as receipts for sales, with the affiliated tribes, they could not do the same thing for the same time with the Comanche Indians.

The vote stands thus:

	Anti-Lease.	Lease.
Kiowas	256	14
Comanches	137	182
Apaches	4	60
	397	256

Majority against leasing, 141.

Now, voting the Penetethka Comanches and giving leasers all the doubtful votes, this result follows:

	Anti-lease.	Lease.	Doubtful.
Kiowas	256	14	3
Comanches	137	182	.....
Apaches	4	60	11
Penetethka Comanches	5	34	.....
	402	290	14

Majority against leasing, 98.

I have tried to represent to the opposing parties the advantages of the sides opposing them, and have labored and labored to get them started towards each other, with a view of settling the matter, so that all would be satisfied. But they stand stubbornly apart, the leasers being particularly uncompromising and arbitrary in *all* their demands. This struck me as being so very unusual that I examined into the matter, and am satisfied of a strong ring back of the leasers, who are managing things with an eye to business.

At the time of the first council in regard to the lease, in February, 1883, I believe, the agent and his clerk, Kuhn, both announced that "the Indians had leased," they pushed the Indians forward, and gave judgment for them, and in such a manner as to make the Indians suspicious. They naturally resisted being crowded into a project upon which they had not deliberated, and in which the whites about them had such a peculiar, persistent interest.

A day or two before this council a paper was seen in the possession of Clerk Kuhn, amply now identified as a paper which I recently held in hand, the writing of which I at once recognized as Clerk Kuhn's, and of which I gave you a copy, made by myself, inclosure D.

This paper conclusively proves that Clerk Kuhn was party in principal to a movement here recorded, to capture the whole business of leasing at that time, all set up by a ring movement.

You must see how and why the Indians were disturbed and agitated. Do you wonder at it?

The jealousies of white men that they were being outdone by others, made them take any chance of influencing or soliciting Indians to their side. *This paper is the key to the continued disturbance among the Indians.*

Instead of the Indians voluntarily meeting in council and deciding what to do with their lands for their immediate and future interests, they are pushed, headed off, coaxed, driven, and shabbily manipulated by this following band of designing cattlemen and agency employés.

Instead of using his high office of trust on behalf of *all* the Indians for their *united* welfare and *general* good, the agent employs it in petty partisanship.

I do not question the belief, the opinion of the agent, or anybody else, as to whether it is best for the Indians to lease or not lease, but I do insist that Agent Hunt and his clerk should have stood aloof from all white men, and all friendships, and all pecuniary interests, that might influence them one iota in this matter, which should be discussed purely of Indian concern, without remote reference to the gains, losses, or interests of cattlemen or agency employés.

Several of the names on this list are those of men owning cattle on Texas lands, bordering the reservation; several are those of very poor persons; they could not themselves hold one share, and consequently it was those shares, held in name, that were to be divided among the "silent partners."

That this plot exists now, to run the lease by a ring, remains for me to prove, which I beg your patience to follow, as it partly governs my recommendations.

Enclosures B and C show the same organization for the same purpose, in another form. In C, Dick Saunders states that he himself and the rest of their cattle men friends are "good, honest men." I asked Quanah if it was true, as stated in C, that he and the agent had tried to get the Indians to lease? He said it was true, that the agent was on their side.

I submit that paper as evidence that the agent is still directly associated with the determined leasers. Enclosure B is a very remarkable document. In order to be sure that this paper was rendered as given by Jack and Saddetaker, I questioned the interpreter, these Indians, and others very carefully. They intended to convey just what is stated. They "will not lease if the money goes into the hands of the Secretary for disbursement."

I read the law to them, fortunately quoted in your letter, and explained it fully. I told them the law made it the duty of the honorable Secretary to take the money and account for it; the result is expressed in B.

Quanah told me before he left, that most of his Indians would go against leasing if the money was not paid into their own hands for their own personal disposition. *Why is this so?*

A few days ago Burnet and Waggoner called on me; heard I was going to lease, and they wanted grass. They spent most of their time with me in inquiries, suggestions, and advice in relation to the disposition of the money received from the lease.

Jack has openly asserted in the agent's office that he is going to lease anyhow. One cattle man went to Washington with Quanah last summer to be on hand in case a lease could be effected then and there.

While Quanah and Jack were here, they were in close intercourse with the whites of the agency. Together they had the Penetethka Comanche issue day changed; they are endeavoring to bring the Penetethka Comanche over to this side of the reservation; they changed their annuity day; that is all right in itself, but it shows the concerted action of certain parties, and that the leasing Indians have been skillfully managed by the cattle men and agency employés, so that they all are solidly bound together.

Only one conclusion presents itself, and that comes with force. Here is a bold attempt, made with threats to the Department, to control pasturage at their own rates per acre, and to divide the unaccounted for proceeds, and to expend them as those few dictate. This is not the work of Indians; the suggestion comes from white men. Jack and the other leasers agitate only that one matter, and they will not yield a point. They boldly say that if Washington does not fix up the matter they will go ahead and lease themselves. (Inclosure B).

The anti-leasers come forward and present their reasons for not leasing with another spirit; they say that if Washington thinks it best for them to lease after they hear what the Indians think and say, why they will listen to Washington, and counsel upon what is said to them.

This ring would run the lease and crowd all opponents to the wall, giving them a slender share of money—a regular Indian division.

While there are some good reasons for selling grass, they surely cannot be considered until the dignity of the Department is sustained and respected.

I therefore have the honor to recommend that this reservation be cleared of trespassing cattle without delay, and that the Indians be made to understand by the prompt, unfaltering action of the Department, that neither they, nor persons using them as cats-paws, can assume control of the reservation or dictate unlawful terms to the Government.

I recommend a law providing a penalty for trespassing with cattle upon this Territory.

For the peace and good order of the reservation, the welfare and friendly feeling of the Indians with each other, and for their protection from designing men, I ask your immediate consideration of these matters.

I have the honor to add that, there are possibly one and a half million acres of land of this reservation now unoccupied by the Indians, but being partly possessed by trespassers forming a crescent line along the south and southwestern border of this reservation.

With the current ratio of increase of cattle among the Indians, this belt of land will be a surplus beyond Indian requirements for the next five years at least.

If it is the policy of the Government to allow Indians to sell grass from their surplus lands, to assist the United States, in their substantial support, this strip of land can be utilized. If the Department will take the grass letting into its own hands, superintend it in all details, and protect and provide for the interests and representations of all Indians alike, I am sure these Indians will be glad to follow the advice of the Department *by a great majority* and to accept its proposition at once.

The Indians were stampeded by the jealous eagerness of designing men. They are not unreasonable, hard to control, or troublesome; but against the crowding and forcing of a grab game upon them, they simply revolted.

Nobody can blame them for doing otherwise than to revolt.

Respectfully submitted.

PARIS H. FOLSOM,
Special Agent.

[Inclosure A.]

KIOWA, COMANCHE, AND WICHITA AGENCY,
November, 1884.

Indian Friends in Council assembled:

You say you are glad to see me here among you again; that you have been waiting for me to come and help you out of your troubles, and many of you come to shake hands with me.

This makes me happy, of course, and I am glad to be here again, but you must remember *well* that I cannot make peace and stop your troubles alone, all by myself. You must do your part—you have big work to do yourselves—and that is to stop dispute, and shake off the hold that some white men have on you, who give you money, and beef, and canned fruits, and tobacco to talk their way, for their good.

I want you to go to yourselves, and talk and counsel, and then come to me with what you have to say. That is the way I want you to help and do your part.

When you raise corn and work hard to make it grow, you do not pick the ears off green to put away to feed your stock and make meal, it would soon dry up and rot and be no good. But you wait until it gets fully ripe and hard and then it makes good meal, good food for stock, and it is rich and big with fat.

Now it is the same way with the thoughts in the head—before you take them out and give them to me, you must wait until they are ripe, and hard, and big with fat. I do not want any green thoughts. Green thoughts, like green corn, soon change and rot. Work your thoughts until they are full and ripe and then give them to me. And remember *well* that what you say I shall write down on paper, and send to the Commissioner at Washington

The Commissioner directed me to bring you together in council, and to explain some matters to you which he has written. What he has put on paper and sent to me, is just what he would say to you if he was here himself, or if you went to see him. It is the same talk.

Now, hear what I say—it is what the Commissioner has written—it is what he speaks to you.

First thing. About letting cattlemen have the grass on the reservation to feed their herds of cattle. Washington says if all or many most of the Indians want to sell the grass, it is all right; if many most of the Indians say *not* to sell the grass, then that is all right. He wants all the same mind. Indians cannot sell or lease *land*—not do that. They may sell or lease what grows *on* the land—that is, the grass that is cut off by horse mowing-machine or eaten off by cattle—they can sell that if many most of the Indians say so. If many most Indians say *not* sell grass, then Washington says that is all right. Washington wants to hear your minds. You must not keep anything back. I do not want night talk about this, in the dark, out of sight. I want talk in the light so everybody can see your acts and hear what you say. Commissioner tells me to put what you say on paper and send it to him. I shall do that, and I want your talk to be like ripe corn.

Now, the next thing, what is paid for the grass, what is paid to let cattle go along on the trail, and what is paid for hay, or timber and wood, all that money must go to Washington, and it will come back and be used for all the Indians in the way Washington thinks best for the Indians. That is law made by Congress—Indians

cannot collect the money themselves. It will not be given to only a few Indians; all Indians will get the good of it.

The next thing, the Commissioner says that traders must attend to their own business in stores, and have nothing to do with holding herds of cattle on reservations, and traders must not talk to Indians about grazing or leasing grass.

Traders must let cattle business alone and stick fast to selling goods in stores. Traders cannot be cattlemen and cattlemen cannot be traders. The Commissioner will not allow traders to be two kinds of men at one time.

Now, the last thing I have to tell you about at this time is the cattle trail and the trouble the Indians make the bosses and cowboys. Commissioner says the Indians must stop asking for cattle on the trail; they must not ask the bosses and cowboys for money for passing over the trail; they must stop stampeding cattle and horses.

That is, Indians must just let alone cattlemen and cattle and horses on the trail through and along the west side of the reservation. Indians must stop stealing and shooting cattle—must stop troubling cattle and cattlemen. They must not do that any more. That is the Commissioner's talk.

Many bosses went to Dodge City in Kansas and wrote down on paper all about how the Indians treated them, and what Indians did with the cattle and horses on the trail, and sent papers to Commissioner at Washington.

It made the Commissioner feel very bad to think his Indians would do so.

Commissioner will look after the Indians now, and he will make heap trouble for them if they do that any more.

When cattlemen go through reservation on trail they will pay money for the right to go through on trail and for the grass the cattle and horses eat while on the trail on the reservation. That money will go to Washington and Washington will spend it for the Indians the way Washington thinks best.

I do not know what the Commissioner will do with those Indians who have made this bad road, but if all the Indians come in and promise me they will stop going that bad road, I will ask Commissioner not to punish them for what they have done in the past. Any more bad way like that will bring heap trouble on the Indians. I want to tell you that *good*.

I think if there is any more trouble like that that Washington will make all the Indians out there come in near the agency, and that he will let other good Indians go out near the trail.

I have explained this matter to you many times; have talked it over and over. If you do not understand any part of it, I will explain again what I have said.

If you understand it I am ready to hear what you have to say.

P. H. FOLSOM,
Special Agent.

[Enclosure B.]

("JACK" PERMANSEE'S SPEECH.)

[He says may be he will give you a long talk. Substance of his address to his people.]

We have been trying to get along, that is, some of us, while others are not. He says some goes around and gamble off their property and are going down hill all the time. He says we must look ahead and take advantage of the opportunity given us and go ahead and not split up in parties and work different ways. We must pull together and work together and follow the road as the white Chief has laid the road out for us. In working this way all of us will have something.

All you see here are Quanah's men and have Quanah's talk, and there are some of the Kiowa chiefs that have the same talk. Quanah is away off, may be in Texas. The talk we will give you Quanah knows; he has heard the talk. Some of the chiefs have not come, but they know of their talk. Wild Horse is one of the chiefs. He says White Eagle is not here but his father is. He says the talk he is going to give you is the talk of all the men. He says we have two roads, Tabi-nan-na-ka and Quinah's, and we are going to talk about them, and which is the best. He says Quanah and myself, Big Bow and Black Star, Howling Wolf and Little Mountain went to Washington. We did not find the Secretary or Commissioner there. He says when we got into the Commissioner's office we found another man in his place. He says that man in the Commissioner's place said, what are you hunting, what do you want? He says yes we told him our homes are south of the mountain and we have two roads and we have come to find out which is the best. That man says why do you have two talks. I told him our party talks about selling grass, and that is the reason we have two talks. That man says what is the reason you make two talks, the country is yours and you must decide. He says he told him we wouldn't have two talks if it was left to ourselves, but Joe Leonard, a white man, came between us and caused us to split and separate. Before that we were one way. And the Acting Commissioner said, how many white men go with Joe Leonard and advise you in his [Leonard's]

way? I told him two, George Conover and McKenney. He says the Acting Commissioner told Quanah, if you want to sell your grass go ahead, go slow and make it straight and then sell your grass. He also says [the Acting Commissioner], said, I can't tell you to quit talking about selling your grass or to sell your grass, for I have not the power. He then said about selling your grass, that is good and for your benefit. He also said, your father is not here, he has gone fishing, but I will put down your talk and your father will see it when he comes. He also said [the Acting Commissioner], I have told you about your grass, and do the best you can, and when you go home tell Tabi-nan-na-ka what I have said and may be he will sell grass. And Quanah said no, he has Joe Leonard as a big chief and he won't listen to us. He also said [Acting Commissioner], I will send you a good man who will work to the interest of the Indian like myself, he has gone on. He also said, you must not look to Washington, but to that man, and he will write all down and send it to us, that is, what you say to him. He also said, now, you go home and look for that man, and any business you have to do he will attend to it for you. That man I sent he has all of Washington's talk on his back. When you go home you must look for that man, and you will hear all of Washington talk. When I come home I see you I thought you was the man with all of Washington's talk on your back. He also said [Acting Commissioner] the man that has got Washington's talk on his back when he gets there he will make two talks, you got one. But instead of making one and putting all together it seems as if there is two talks yet. He says that man at Washington, the man that had gone ahead, would make one talk, but have two yet. Now, I am going to say what I think would make one. He says Tabi-nan-na-ka talks in this way, Quanah's talks this way—we are red men, this country is ours, and I am going to talk what I think is good for all of us. The Acting Commissioner said the country yours—white men can't talk—it is your country, and what you think is right you must do. He says the Acting Commissioner told him that is your country, and we won't let any white man cheat you, and if you sell your grass we will see that it is all right, and if any white man does wrong to you we will run him out of the country. He also said [the Acting Commissioner] the country and grass is yours, and you can't sell your grass to man away off, and that has no cattle. He also said [Acting Commissioner] you have an agent there, and he will see whatever you do is right. He also said your agent can sell your grass, and whoever buys your grass your agent will see that it is done right. He also said you have a big country and the grass and everything belongs to you. He told us go head, go slow, and after while you will come out all right. This is the talk I give you now, and this is the talk I want you to give the Commissioner. This country is ours, we had a big country, and Washington come along and cut it off, and may be Washington cut more, and we had better make use of it before that happens. He says here is the mountain and south of the mountain we want to sell the grass and get something for it. He says he knows all the country, but he wants to sell a small portion, and afterward if it is good, he will sell more. He says I told you the country and grass is ours, and it seems as if Washington can't fix it up for us, therefore I will sell all the grass and tell Washington whom he is going to sell it to. Maybe sell two years or more, and when the time is up he will ask Washington to send soldiers and drive them out. That is what Washington told him—told him to go ahead, make it straight and sell your grass, and what you get from selling your grass is for the benefit of your people—that is Washington talk, and that is the reason I am going ahead. He says Washington always gives them a good talk, tells him to go ahead and advance themselves. He says he takes his talk, and here is big cattle men on the other side of the river that wants to buy grass, they have plenty money, and if we sell to them, and when they bring cattle on our country our people will herd for them and make something that way and soon learn the white man's road. The men whom I have referred to I have been with them five or six years. I see them, and they are good men. I know them. He says Washington don't know these men. I have been with these men. I know the country is ours, and we are doing this here. He says a long time ago I didn't know much, but Washington talk to me, and I see Washington road now, and I understand. He says one thing about Washington talk I don't like. He says one thing he don't like that he will tell you, that is about when I sell grass Washington wants me to put money into the Treasury. He says Washington first gives them a road and they begin to find out white man's road, and that is the reason he wants to sell grass to benefit his people. They want the money; all of the young men wants it, and their people can buy cattle with it or they can take the cattle instead. He says that one thing, taking the money to Washington, he don't like, but all the rest of Washington talk he likes and follows. That is the talk of all here, that is, the chiefs. He says they can let him keep the money here, and if they don't do right with it then Washington can take it and put it in Treasury. He says that one thing he don't like, that is, Washington wants the money to go there, and if that is so they won't sell grass; he says the grass belongs to the red man, white men have got nothing to do with it. You [the special agent] has nothing to do with it; Tom Woodard has got nothing to do with it; Hayworth has got nothing to do with it, or any white man, nor does it belong to George Conover; the country is ours. He says about

a year ago Hayworth come here, right in this house, and he told the chiefs he wanted to buy grass. He says not long ago Hayworth sent two men down here looking for children. Hayworth told them, after get children, to bring two Kiowa chiefs, two Comanche chiefs, two Apache chiefs, two Wichita chiefs, and Caddo chief, and Woodard to interpret. Then I thought may be so they will talk to these men about selling grass again. He says he don't know what I think of that Hayworth; wants nine chiefs to go up there and Tom Woodard to go along with them; about a year ago he, Hayworth, talked about buying grass, and I think he wants to talk to them again about it. He says Sun Boy told him [me] that Hayworth sent for him. He says some time ago Sun Boy lost forty-three horses, and Hayworth told him that he had that money for him. He says he don't know what to think; may be that money is to buy grass or may be it is for the ponies; he don't know what to think. He says he also heard that Tom Woodard sent for Tabi-nan-na-ka and that he [Tabi-nan-na-ka], Sun Boy, and Tom Woodard is going to see Hayworth. He says we Indians are doing this; we are selling grass, but some white men interest themselves, like Hayworth; he is away up there; he is got no cattle. The men I want to sell grass to I know, and they have git cattle. He says he has been traveling the white man's road a long time, and when a white man don't talk straight he can tell and is the reason he acts for himself. He says all the men you see here are Quanah's men, the Apaches are with us. He says I told you I want to swap grass, and the men whom I want to sell grass to I will give you their names. He says away out where Quanah lives is General Grooms. I know that man's heart; I know him well Again there is another, a little south, George Fox, I know what kind of a man he is. Off that way is another man, his name, Tom Waggoner; he says he knows that man's heart; and another man, a big cattle man, that is Burnett, he says he knows him well. He says another is Suggs; he says he knows him well; and another is Addington, and knows him well; and another is Huntley; and that is all the men he knows. He says also my interpreter Nack-toa [E. L. Clark].

The above is as given to me by the interpreter, James H. Deere.

HUGH L. TOBIN,
Agency Physician.

SADIE-TETH-KA'S SPEECH.

He says when we had a council last Saturday Otter Bolt told you that they give all the talk to two men; that is all of the men in the room. Jack gave it to you Saturday; I will to-day. He says the Great Spirit gave him this country; it belongs to the red men; he says he don't want to say a heap; he wants to tell you what he is going to do. He says he calls you friend; when you come he heard you talk. He heard that you talked to other Indians; that the Penetaker had no right on this side nor the Apaches, and he will tell you about it afterwards. He says on this side they have got traders here; the traders are here to trade, and that is all they are here for. He says we Comanches are brothers; we are one. Me and Quanah and others are trying to travel together; Tabi-nan-na-ka has another road. He says he has been looking for the best way for us all to travel; that is the best road he is looking for. He says while he is hunting a good road for the best for his people, Tabi-nan-na-ka is counciling in the brush. He says when he saw you he called you friend; he thought you was a big chief and sent here to make everything straight. He says yes, I have been traveling a good road. I know a little; Sun Boy and Tabi-nan-na-ka has done something tha tis not right; that is what I think. He says yes, I will tell you about a white man here. That is Conover. When I first saw him he was poor, and in our country he made something of himself. He says Tom is a clerk; he thinks Tom is not doing right. He says Hayworth some time ago—a year ago—he come and he told the chiefs he wanted to buy grass. He says when he heard that he didn't feel good; he don't want Hayworth to talk that way, and he says he wants you know that Tom, Hayworth, and Conover and you who have been talking that way to stop; this country belongs to me—the red man. I am going to tell you my heart. He says he has been following Tabi-nan-na-ka for some time, but can't keep up with him; now he is going to make a road for himself. Now, I will tell you I want to swap grass because it will benefit us. He says, Tabi-nan-na-ka I don't want to talk bad to him; I love him. He says the country belongs to himself and he wants to tell you what he is going to do. He says all of us red men take Washington's talk, and when he sends his talk we take and follow it. He says Washington says sell your grass and Washington says send the money here. I say hold on, and then I will be all right. He says Tabi-nan-na-ka says he has got heap people and we have none; he don't talk straight; that is not so; he talks crooked. He says Per-man-see told you the names of the men that they want to sell grass to. Those are the men I want to sell grass to. I know them, too. He says the cattle men are right on the edge of my country. They are close, and that is the reason I want to sell the grass to them. He says I don't want to sell grass to a man away off. I want to sell to men close. He says Washington says want the money to go to the Treasury. If Washington do that I won't swap grass. He says he has been working with these men; he knows them, and if Washington keeps talking about sending the money to the Treasury and if that

is the case all of his people will have one heart and we will all stick to our talk and not sell the grass. He says white people steal horses from us, and I never heard that Washington says he would give us money for those horses stolen; I have never heard that yet. He says Sun Boy told me that Hayworth sent for him to come and that he had $1,500 for him that Washington give him for the horses stolen a long time ago. He says that is what he heard. He says Sun Boy said to me the 43 head of horses he lost he is going to get $1,500 from Washington, and it that is the case we have all lost horses and we will all get money. He says I have been studying over this thing for some time. Hayworth wants to get these chiefs up there and do something crooked, I think. He says I tell you this is my country—the red man's country—and what I want to do I am determined to do." He says you have been counting Comanches and you have got it down. He says he thinks that Tabi-nan-na-ka give it to you wrong. That is what I am trying to tell you. Tabi-nan-na-ka, the men he told you is not so and he wants you to rub out. He says when we sell the grass and after we sell, then is the time to count.

The above is as given to me by the interpreter, James H. Deere.

H. L. TOBIN,
Agency Physician.

[Inclosure C.]

QUANAH'S CAMP, INDIAN TERRITORY,
November 13, 1884.

DEAR SIR: At the council held here to-day we decide to lease our grass.

I know there are a great many of the Indians who do not want to lease, but we have a majority of all the Indians who are more than anxious to make the lease.

There is one objection we have to make, and that is, we decidedly object to any lease money being paid into the Treasury or to any one but ourselves, as the treaty of 1867 binds the Government to furnish us rations and annuities for thirty years. We have still thirteen years of the treaty left, and by that time we want to make ourselves self-supporting, and we take this means of doing it. And for that reason we object to our money being used for any other purpose or retained from us. The men we want to lease to we know very well, and they have ranches all along the line in Texas bordering our reservation, and as we know them to be good honest men, and that they will always be there at their respective ranches, and we select them as the men to whom we want to lease.

There are some Indians that do not want to lease. The agent and myself have talked to them time and again, but they refuse to listen or take advice, and we to-day decided to lease the country, that which is unoccupied. We do not want to divide the country unless it is absolutely necessary, but let them remain where they are, and not to interfere with us.

Yours, respectfully,

QUANAH PARKER.

Hon. PARIS H. FOLSOM.

(Memorandum written on above in pencil:) Dick Sanders, cattleman in Texas, as interpreter. Council was held at Quanah's, west of Sill. Written by Dick Sanders, and read to Quanah afterwards in council at school-house.

[Inclosure D.]

"*Memorandum—Union Cattle Company (or any other name to be agreed upon).*"

To lease 2,000,000 acres, all south of Sill, from Chickasaw line to North Fork, and west side of reservation (to make 2,000,000 acres).

Capital stock	$5,000,000
Waggoner (in shares of $100,000 each)	500,000
Burnett	500,000
Ikard	500,000
Groom	500,000
Hunter	500,000
Wilson	500,000
Reynolds	500.000
Hood	500,000
Conover	100,000
Clark	100,000
Clark	100,000
Jones	100,000
Pruner	100,000

ANADARKO, *December* 16, 1884.

A correct copy.

P. H. FOLSOM,
Special Agent.

No. 3.

Copies of documents and correspondence on file and of record in the Office of Indian Affairs and Indian Division of the Department of the Interior, relating to lease made by the Cherokee Nation of lands west of 96° Indian Territory, to citizens of the United States for cattle-grazing purposes; also of correspondence showing the action taken by the Department in opening cattle trails through the leased lands.

[Furnished in obedience to Senate resolution, dated December 3, 1884, and supplemental to S. Ex. Doc. No. 54, Forty-eighth Congress, first session.]

In the matter of application of Peter Hollenbeck *et al.*, to secure prior rights to stock ranges on Cherokee Strip.

PETITION AND ABSTRACT OF TESTIMONY.

DEPARTMENT OF THE INTERIOR,
Washington, District of Columbia, ss:

Humbly petitioning, Peter Hollenbeck, Jasper D. Love, William T. Estus, James C. Weathers, Newton J. Thompson, for themselves and others associated, represent that they are residents of the State of Kansas, and citizens of said State and the United States; that they are farmers and live-stock raisers, and that they, each of them, have their stock, consisting of cattle, sheep, and horses grazing on what is known and called the Cherokee Strip; that they put their stock on said strip under permits or licenses, before issued to them or their grantors by the authorities of the Cherokee Nation, as is by the statutes and laws of said nation made and provided; and that these petitioners have so held and grazed live stock on said strip, and on designated pieces of land, known as ranges, and have expended large sums of money to purchase stock, and holding or herding in bands or herds; that the permits or licenses were or are issued to grazers for the period of one year, and from year to year, and renewed to the former person holding permits. Petitioners represent that in May, 1883, the Cherokee national council passed an act pretending to authorize the leasing of the aforesaid strip to a company or association of men alleged to be incorporated under the laws of the State of Kansas, and organized about March 8, 1883, under the name of the Cherokee Strip Live Stock Company, and that afterwards, to wit, on the 5th day of July, 1883, the Cherokee Nation did go through the form of executing a lease for five years, but which lease is not now, and never has been, as these petitioners are informed and believe, duly approved and authorized by the executive officers of the Interior Department, as is by the statutes in such cases made and provided; and these petitioners further state that prior to the time of said company taking possession of such track of land, and prior to the passage of the aforesaid acts and extension of said lease, they were on said "strip" with their bands or herds of stock, and had paid to, and were, and are now willing, able, and anxious to pay to the Cherokee Nation, or any duly authorized person, any money or moneys due for permits or privileges to graze their stock thereon; but your petitioners state that the aforenamed Cherokee Strip Live Stock Association, to injure and greatly damage these petitioners in their rights aforesaid, have, and are colluding with the officers of the Cherokee Nation, and with a company known as the oil company, composed, so far as these petitioners know, of two men, whose names are Windsor and Roberts, and that the aforesaid Cherokee Strip Live Stock Association, without authority of law, or the approval of this Department, have established at a place known as Caldwell in Sumner County, in the State of Kansas, their headquarters, where they held a court, claiming to and exercising full jurisdiction over the territory embraced in the aforesaid pretended leases, and all persons grazing cattle or stock of any kind thereon, and that such court is held in the interest and to promote and further the designs of the aforenamed oil company, to deprive and to debar these petitioners of their prior and just rights in the premises. In consideration thereof, and that justice may be done, these petitioners present here the affidavits of themselves, the acts of the Cherokee Council, the lease aforesaid, and such other papers as will throw light on this subject, and respectfully ask that this Department will secure to these petitioners all such rights and privileges as are justly due to them, and which are so unjustly withheld from them.

PETER HOLLENBECK,
JASPER D. LOVE,
WILLIAM T. ESTUS,
JAMES C. WEATHERS,
NEWTON J. THOMPSON,
JOHN J. ROACH,
Petitioners.

To the Hon. SECRETARY OF THE INTERIOR.

In the matter of application of Peter Hollenbeck *et al.*, for right to graze on the Cherokee Strip.

Abstract of the affidavit of Peter Hollenbeck.

He is forty-two years old, lives in Sumner County, Kansas, is a farmer and stock raiser, purchased three farms in 1882, adjoining Cherokee strip, on the northern side, with these farms had privilege to graze stock on the strip adjoining farms, which his grantor held by a permit from the Cherokee Nation, and had paid to Cherokee Nation all taxes due; and that he proceeded to expend large sums of money, to wit, $5.000, and put the same on this range; and that afterwards, to wit, on this 6th day of July, 1883, affiant went to Caldwell, Kans., where the Cherokee national treasurer was, and tendered him all the money due the Cherokee Nation for taxes that was then due and payable, and demand a renewal of his former permits to graze his stock, but the officer refused any money, and refused to issue any permit, giving as his reason that before the time the collector or treasurer had issued permit to graze stock on affiant's range to persons known as Windsor and Roberts, or as the oil company, and that such permit, if any was issued, was issued after the time affiant took, and while in possession of his aforesaid range, and without notice to affiant, and that all the stock owned by said Windsor and Roberts, or oil company, was some sheep, and which were held some twelve miles from affiant's range. Affiant is acquainted with the custom among stockmen who have and hold live stock by permits, and that they are transferable by purchase and assignment, and that such rights are recognized by the Cherokee Nation in applications for renewals of permits; that he is ready, willing, and will pay to the Cherokee Nation all money due for tax, but he cannot do so unless the same will be received, and that the refusal is in some way to favor the aforesaid oil company and to injure this affiant in his rights, which are prior in the premises, having no adequate remedy, prays relief to the Indian Bureau, and prays protection, and that he have permits issued to him for purpose aforesaid; has made application to become a member of stock association, paid all moneys for dues, but that his certificate of membership is withheld because the collector refuses to issue his permit to graze as aforesaid.

Subscribed and sworn to before J. H. Bonsaill, July 17, 1883.

Abstract of the affidavit of Jasper D. Love.

He is thirty years old; resides in Arkansas City; occupation, a stock dealer and raiser. In June, 1882, put 300 head of cattle on Cherokee Strip to graze; made application to Cherokee tax collector, and informed him of the number of head affiant had; requested him to issue permit; no reply; in February, 1883, went to see collector, tendered him all money due for his tax; collector refused to receive same and to issue permit, assigning as a reason that the Secretary of the Interior was investigating matters, and that on the 5th of March affiant made another effort to pay tax and have his permit issued, but was again refused, and that all tenders he made to collector was to pay all tax due from his first entry on the strip up to the date of tender; about July 6, 1883, he met tax collector again, and tendered him all tax due and applied for his permit, but tax collector refused, giving as his reason for refusing, that he had before, on the 17th of March, 1883, issued to a company known as Windsor and Roberts, or the oil company, a permit for affiant's range. Affiant states that if such permit was issued it was in collusion with oil company to injure affiant in his prior rights and without notice to this affiant, and full notice to collector, that affiant did occupy the range and was applying for permit, and that as the oil company had no stock of any kind on his range, and had no rights, prior or equitable, to have such permit issued; that he has always been, and now is, ready, willing, and able to pay all the taxes due to the Cherokee Nation for grazing his stock, but that by reason of collusion of the aforesaid oil company and tax collector affiant is prevented from paying and receiving his permit, and that he is greatly damaged in his property and rights in the premises; that he is a member of Cherokee Strip Stock Association, and that to recover his rights he filed a contest against the oil company, and brought the testimony to show in his favor, but the board being in collusion with the oil company and tax collector, decided that this affiant had no range, attempting to declare affiant an intruder, when in truth and fact affiant has prior rights to the oil company and the Cherokee Strip Stock Association; the course pursued by the oil company is to ride over all other occupants of the strip and not to observe prior rights, claiming right to make metes and bounds, and to designate where we shall be allowed to go with stock, not respecting any person prior located thereon.

Subscribed and sworn to before J. H. Bonsaill, July 17, 1883.

Abstract of affidavit of William T. Estus.

He is thirty-seven years old; resides in Cowly County, Kansas; post-office Silver Dale; occupation, live-stock raiser; June, 1881, put 400 head of cattle on Cherokee Strip, on a small stream known as Cattle Creek or Rodock Creek; paid tax during

summer, and permit was issued to graze; in the month of September paid all taxes due to July, 1883, to Cherokee tax collector, and in June, 1883, before expiration of time of former permit, he went to his bank and instructed cashier to write tax collector informing him the number of stock affiant was liable for, and when reply was received cashier to pay amount out of funds affiant had on deposit at the bank. About 29th of June, 1883, received a writing signed Pink Fouch, manager for Windsor and Roberts, to appear at Caldwell, Kans., on the 5th of July, before the arbitrating committee of the Cherokee Live Stock Association, to have the lines on affiant's range settled.

Affiant went to the place on the 4th of July; nothing was done next day, and not until the 11th of July was anything done, when Windsor came to affiant and wanted the trial put off, as he had to go and receive and brand cattle; affiant would not assent. Went to place of holding court and made a writing that he was ready for trial. The president of the board requested Windsor to appear, and the board extended the time to 23d of July. Committee wanted us to agree as to the time. Affiant refused. The board arbitrarily set the time July 5, 1883. Affiant tendered to Cherokee tax collector all taxes due from affiant. Tax collector asked if affiant had any contest before the board or committee; affiant said yes. Tax collector refused to take tax and issue permit. Affiant says Windsor and Roberts has not now, nor never had, any rights prior to affiant's on his range, and he is informed and believes that all the claim Windsor and Roberts have to affiant's range is by purchasing of an intruder on affiant's range. Affiant states on 2d of July he received written notice from Cherokee tax collector to come to Caldwell, Kans., and pay his tax, and that his application and tender aforesaid was within the time mentioned in the notice. Affiant is a member of the Cherokee Strip Stock Association.

Subscribed and sworn to before J. H. Bonsaill, notary public, on the 17th of July, 1883.

Abstract of the affidavit of James C. Weathers.

He is forty-three years old; resides in Cowly County, Kansas; in March, 1881, put 65 head live stock on the Cherokee Strip by consent of authorities of the Cherokee Nation; April following paid tax collector all money due for his stock and received a stock-grazing permit; in March, 1883, applied to Cherokee collector for renewal of permit, and tendered amount of tax; was furnished with blank and filled it up and mailed to the post-office of the collector as instructed; no reply was ever by affiant received; afterwards, in July, learned that tax collector had issued permit conveying affiant's range to William Estus and Brothers, without notice to this affiant. In July, 1883, went to tax collector and made personal application and tender, but was refused; he has been, and now is, willing and desirous to pay to Cherokee Nation all amounts of money due for affiant's grazing tax, and has a right to have his permit issued prior to any other person or company; that he is a member of the Cherokee Strip Stock Association, and that to be now compelled to move his stock from his range would greatly damage and injure him.

Subscribed and sworn to before J. H. Bonsaill, July 17, 1883.

Abstract of the affidavit of Newton J. Thompson.

His age is forty-nine years; resides in Cowly County, Kansas; occupation, farmer; early in 1 81, through George W. Gardenhire, he located a permit to graze cattle on the strip. On 15th of August, 1882, affiant and Gardenhire divided cattle. Affiant had 130 head, and he applied to the authorities for permit to graze said cattle, and he was informed that his permit was granted and his taxes paid, but in the following March was informed that his taxes were not paid, when this affiant went to treasurer of Cherokee Nation, tendered money due to renew his application, but at this time was refused, the treasurer saying that he had before leased affiant's range to a corporation known as the Pennsylvania Oil Company by metes and bounds. The said company had no cattle at said time, nor have they now on said range. About the 5th of July, and again about 9th of July, affiant made tender again of money to pay his tax, but was refused. Affiant is a member of the Cherokee Strip Stock Association; is willing to pay all tax due to Cherokee Nation, but by reason of the unjust acts of the aforesaid treasurer he is about to be deprived of his prior rights aforesaid.

Subscribed and sworn to before Edward S. Redilion on the 14th of July, 1883.

Abstract of affidavit of John J. Beach.

He is thirty-nine years old; resides in Arkansas City, Cowly County, Kansas; occupation, dealer in cattle; first put stock on strip October, 1881; tax was paid by the man affiant bought his stock of; paid first tax from July, 1882, to July, 1883, to the treasurer of Cherokee Nation; permit was issued to the firm of Beach & Welch for the number of 186 head. On the 3d of June, 1883, paid to D. W. Lipe, treasurer of Cherokee Nation, $47, and took his receipt, and was to pay him $26 when I got home,

making $73, and he agreed to send me a license for 700 head of cattle when he received the $26; July 2 gave Mr. Love the $26, and on the 3d of July he offered the amount to D. W. Lipe, and he refused to receive it; refused to issue me my license, and has not yet issued said license, and retains the $47 affiant before paid him, June 30, 1883. Received a letter from Lipe, dated July 2, 1883, in which he gives as a reason for not issuing license was because Winsor and Roberts had filed complaint against affiant in regard to affiant's ranges before the board of arbitration, and he, Lipe, was bound to respect them.

Affiant states that he has complied with all conditions in his agreement, and tendered balance due; that D. W. Lipe still holds same.

Subscribed and sworn to on the 24th of July, before J. H. Bonsaill, notary public.

Abstract of supplemental affidavit of Jasper D. Love.

He knows J. J. Beach; he held stock on the Cherokee Strip, on Wolf Creek; saw them first in August, 1882; they were putting up hay; said Beach gave me $26, instructed me to pay it to D. W. Lipe, and get his license to graze cattle. I handed him said sum of money; says he told Beach that he would send balance of money if he would send grazing license to him; he refused to accept money from me; said Roberts and Windsor had filed contest with board of arbitration, and he would not do anything until they decided. I tendered this amount to Lipe, July 3, 1883. Lipe told me that Beach had paid him $47 and that he had promised to give Beach his license when he paid the $26, which I tendered to him for Beach.

Subscribed and sworn to on the 24th day of July, 1883, before J. H. Bonsaill, notary public.

Abstract of deposition of Ishmael Davis, produced and read in a trial before the board of arbitration, in case of Windsor et al., v. J. J. Beach.

Witness owned range on Walnut Creek, and sold it to Beach & Welch, in March, 1882, never sold range to any one else; took possession of the range in the fall of 1880, and held I sold it to Beach & Welch, in 1882; no one else held cattle then. I claimed to the east line of the Beach & Welch range; was known as the Davis range, and west to the Puncha road; there is no other shelter that amounts to anything, except Hackly's grove on this range.

When I sold my hogs and corn to D. Warren, I sold to him no certain amount of range.

D. Warren said he would crowd Beach & Welsh off the range; I told him they had a right to the range, as I had sold it to them, and to get them shut off then they must go and buy their cattle. Windsor asked me if I had any interest in the range; I told him I had not as I sold to Beach & Welch, and would assist in holding it, as they were entitled to it. He asked me when I was going home? I answered to-night. Cannot you stay to-night and go with me to Hunnewell to-morrow? I told him I would let him know in a few minutes; I told him I would. He offered to pay my expenses. Next morning we started in a buggy; had not got over two miles; he said are you going to come back to Caldwell to the trial? I told him I did not know if Beach wanted me. He said, is he paying you anything? I told him no, I charged him nothing. He said I will give you seventy-five. No, says he, I will pay you $100 and pay your expenses on home if you will not come back. I told him I would have to study on that. Before we got to Hunnewell, he says what do you think about that; you have had time enough to make up your mind. I told him I did not know what to think about it. He says I will give you $150, and you pay your own expenses, if you will not appear before the arbitrators. I told him he could not buy me; I said you offered Beach $650 for the range—you cannot buy me for $150. Then he says how much will you take? We can't afford to spend no thousand or twelve hundred dollars, if we can get it for five or six hundred dollars. I told him I would meet him in Arkansas City the next morning. The conversation took place on the 23d day of July, 1883.

Certificate of the notary public taking the deposition.

Abstract of affidavit of G. W. Scott.

I am acquainted with Roberts and Windsor; they are the men known and held up to the public last fall as the oil company, who attempted to fence up a portion of the Cherokee Strip, of whom complaint was made to the Interior Department.

Subscribed and sworn to on the 27th day of August, before J. L. Holly, notary public.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
March 4, 1884.

Respectfully referred to the Commissioner of Indian Affairs for file.

GEO. M. LOCKWOOD,
Chief Clerk.

Cherokee Strip Live Stock Association, the charter and by-laws of association, adopted at Cherokee Strip meeting, held at Caldwell, Kans., March 6, 7, and 8, 1883.

CALDWELL, KANS., *March* 8, 1883.

To the president, officers, and members of the Cherokee Strip Stockmen's Association:

We, your committee, heretofore duly appointed for the purpose of preparing and reporting for your consideration a constitution and by-laws for this association, or a charter for incorporation of this association, under and by virtue of the laws of the State of Kansas, and by-laws in conformity thereto, do and now most respectfully beg leave to report as follows, to wit:

That having your interests always in mind, we induced A. Drum, E. M. Hewins, C. H. Eldred, S. Tuttle, E. W. Payne, M. H. Bennet, A. J. Day, Ben. S. Miller, and James W. Hamilton, on the 7th day of March, A. D. 1883, to prepare, sign, and acknowledge a charter of and for a corporation of which the following is a copy:

CHARTER OF THE CHEROKEE STRIP LIVE STOCK ASSOCIATION.

We, the undersigned persons, of competent age, do hereby associate ourselves together for the purpose of forming a private corporation under and by virtue of the laws of the State of Kansas, the purpose of which is and shall be "the improvement of the breed of domestic animals," by the importation, grazing, breeding, sale, barter, and exchange thereof.

First.—The name of such corporation shall be "The Cherokee Strip Live Stock Association."

Second.—The purpose for which the corporation is formed is the improvement of the breed of domestic animals by the importation, grazing, breeding, selling, bartering, and exchange thereof.

Third.—The principal office and place of business of the corporation shall be at the city of Caldwell, in Sumner County, Kansas, but its place or places of and for holding, breeding, grazing, selling, bartering, and exchanging the domestic animals, for the improvement of the breed, for which the corporation is as aforesaid organized, shall be wherever the same can be, in the opinion of the directors or such other body of the stockholders or members of the corporation, most advantageously located.

Fourth.—The term for which the corporation is to exist shall be for forty years.

Fifth.—The number of the directors of the corporation shall be nine, and the following-named stockholders are appointed directors for the first year, viz: E. M. Hewins, whose residence is Cedarvale, Kans.; J. W. Hamilton, whose residence is Wellington, Kans.; A. J. Day, whose residence is Caldwell, Kans.; S. Tuttle, whose residence is Caldwell, Kans.; M. H. Bennet, whose residence is Caldwell, Kans.; Andrew Drum, whose residence is Caldwell, Kans.; Ben. S. Miller, whose residence is Caldwell, Kans.; E. W Payne, whose residence is Medicine Lodge, Kans.; Chas. H. Eldred, whose residence is Carrolton, Ill.

Which said charter was on said date duly transmitted, postage prepaid, to the honorable secretary of state, at Topeka, Kans., and on said date the by-laws for the regulation of the business of said corporation were by your said committee formulated, and that thereafter, to wit, on the 8th day of March, 1883, the board of directors of said corporation met in pursuance of the provisions of said charter, and in conformity of law, elected Ben. S. Miller, one of said board of directors, president of said corporation, and at the same time appointed John A. Blair as secretary, and M. H. Bennet as treasurer thereof, and duly ratified and accepted the by-laws hereinbefore referred to. Wherefore we respectfully suggest that our action in and about the matter aforesaid be approved and accepted as the fulfillment of the duties by you imposed upon us as your committee for the purposes aforesaid, and that we be now discharged from further duty.

J. W. HAMILTON,
For said Committee.

BY-LAWS OF THE ASSOCIATION.

SECTION 1. The name and style of the corporation shall be "The Cherokee Strip Live Stock Association."

SEC. 2. The object of the association is to provide for and promote the improvement of the breed of domestic animals by all lawful means, such as providing for the

purchase, importation, barter, sale, and exchange thereof at such place or places, within or without the territorial limits of this State, as shall be or seem to be most conducive to the advancement of the interests of the association; in pursuance of the purpose and object of which the same has been and is as aforesaid organized, inc'usive of the right by which and on behalf of said association to purchase any and all of whatsoever domestic animals it, the said association, may see fit or desire to purchase, or in any lawful manner acquire, together with the right to purchase or lease any or all parcels or tracts of land, wheresoever situated, as may be necessary for the holding, keeping, grazing, breeding, handling, selling, bartering, or in any lawful manner, whatsoever, exchanging any or all of any or all kinds of domestic animals, so, as aforesaid, purchased, imported, handled, bred, grazed, obtained by barter or exchange, by or on behalf of said association.

SEC. 3. All persons, corporations, or companies who now occupy undisputed range in the Cherokee Strip, and who agree to pay the assessments which may be hereinafter levied upon them by persons empowered by the association to make levies for any and all purposes, may be eligible to membership in this association upon the payment of membership fees as hereinafter provided.

SEC. 4. All corporations, stock associations or companies becoming members of this association, shall do so in the name of the corporation, stock association or company by which they are known, and in all elections or business which is to or may be decided by votes of members of this association, such member or representative of any and all other corporations, stock associations or companies being members of the association shall be entitled to one vote, and no more.

SEC. 5. Any party holding an undisputed and prescribed range, whether of one person, a company, corporation, or pool, shall be entitled to one membership; that is to say, if one person holds a certain prescribed range alone, he shall be entitled to one membership, and the same rule as to corporations and companies; if, for convenience, two or more individuals, holding each a prescribed range, hold such range in common, each of such ranges shall be entitled to one membership, and each membership to one vote. Any person possessing the qualifications hereinbefore mentioned and desiring to become a member of this association, shall first pay to the treasurer the sum of $10 and take said treasurer's receipt therefor, and upon presentation of said receipt to the secretary of this association, and subscribing to the by-laws, shall be entitled to a certificate of membership, which said certificate shall thereupon be issued in the name of the association; provided that persons owning ranges or holding cattle contiguous to the range occupied by the members of this association in the Indian Territory, may be elected honorary members of this association upon the recommendation of the board of directors.

SEC. 6. All transfer of ranges by purchase or otherwise shall be recorded by the secretary of this association in a book to be by him kept for that purpose.

SEC. 7. All members of this association are required, within thirty days from their admission to membership, to furnish to the secretary a plain and accurate description of the "marks and brands" of all domestic animals owned or held by such member; which said description of said marks and brands shall be plainly and fully recorded by said secretary in a book to be by him kept for that purpose.

Board of Arbitration.—A board of arbitration shall be appointed, to consist of three members of the association, such board to be appointed by the directors and to hold their office during the pleasure of said board of directors, who shall have power to settle all questions in dispute between members of this association, and from the decision of such board of arbitration either party in interest may appeal to the board of directors by giving, upon the rendition of said decision, immediate notice of his intention to so appeal, and by entering into and undertaking a bond to the opposite party in such sum as said board of arbitrators shall deem sufficient for the payment of all costs and expenses necessarily incurred by reason of such appeal. In the event of the decision of said arbitrators being affirmed by the board of directors, whereupon the chairman of said board of arbitrators shall immediately notify the board of directors of the pendency of such appeal and state the time and place, when and where said board of directors shall meet to hear and determine the same; which shall not be less than ten nor more than sixty days from the time of taking such appeal, and the time and place of sitting of said board of directors to hear said matter shall be at such point as said board of arbitrators may direct; provided, always, that in no event, except by consent of parties, shall the place of sitting of said board of directors for such purpose be other than at the city of Caldwell, in Sumner County, Kansas, or at some well-known and convenient ranch upon the grazing lands of the association; and the chairman of the board of arbitrators, upon the giving and acceptance of the appeal bond hereinbefore provided for, immediately notify the parties in interest of the time when, and the place where, the board of directors shall be called to meet to hear and determine said appeal; and the decision of the board of directors shall be final.

EXECUTIVE DEPARTMENT, CHEROKEE NATION, IND. T.,
Tahlequah, June 19, 1883.

I hereby certify that the copy hereunto attached, of an act of the Cherokee national council, entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96th meridian," approved May 19, 1883, is a correct transcript from the record of this department.

JOHN L. ADAN,
Assistant Executive Secretary.

[Senate bill No. 7.]

AN ACT to amend an act to tax stock grazing upon Cherokee lands west of the 96th meridian.

Whereas the unoccupied lands belonging to the Cherokee Nation lying west of the 96th meridian, held for Indian settlement under the provisions of the 16th article of the treaty of July 19, 1866, and set apart to produce revenue from grazing by the act to which this act is amendatory; and

Whereas the authorities of the United States have called upon the authorities of the Cherokee Nation for the enactment of more complete regulations to prevent abuses thereon; and

Whereas it is desirable that these lands should produce revenue nearly equal to their real value, so long as they remain in possession of and under jurisdiction of the Cherokee Nation:

1. *Therefore be it enacted by the national council*, That the principal chief be, and he is hereby, authorized and directed to execute a lease for all of the unoccupied lands of the Cherokee Nation being and lying west of the Arkansas River, to E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, Charles H. Eldred, directors in trust of the "Cherokee Strip Live Stock Association," for the term of five years, in consideration of a yearly rental of one hundred thousand dollars for the entire tract.

2. *Be it further enacted*, That the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust for the aforesaid Cherokee Strip Live Stock Association, entering into the lease, obligate themselves that there shall be no permanent improvements on any portion of the lands so leased, and only such temporary structures as may be absolutely required for the safe and profitable grazing of the stock thereon and that all such temporary improvements, including corrals or wire fences, are hereby held and declared to be the property of the Cherokee Nation, and the said lease may be terminated on six months' notice being given, in case the said land shall be disposed of by the Cherokee Nation; and the said party leasing shall obligate themselves not to cut, use, or take any timber or other material from these lands but by agreement with the authorities of the Cherokee Nation, and in all cases to faithfully observe the intercourse laws of the United States, and that they shall do all in their power to prevent the stealing or removal of any timber or other material from the lands so leased by any other person or persons whomsoever, and further, that the tract herein leased shall not obstruct any mail or stage line or other necessary public highway, and said lease shall also contain a provision that on failure of the said party leasing to meet all payments required by the lease, or in any other manner violating its express terms or conditions the said lease shall be void, and may be so declared by the principal chief of the Cherokee Nation, which failure shall work forfeiture of any and all rights or interest thereon: *Provided*, That none of the three salines reserved to the Cherokee Nation by act of Congress, on the land reserved therewith, shall be included in such lease, but shall be specially excepted therefrom.

Be it further enacted, That the said one hundred thousand dollars, required under the provision of this act, shall be payable semi-annually in advance, at Tahlequah, on the order of the principal chief, into the treasury of the Cherokee Nation, and the said semi-annual payments shall be made on the first day of October and April of each year, the first payment to be made on the first day of October, 1883; and that the rights of any person under any tax license issued before the passage of this act shall terminate with the date up to which such persons have paid.

4. *Be it further enacted*, That a perfect record of the lease authorized under the provisions of this act shall be kept in duplicate in the office of the principal chief who is charged with the execution of said lease, and one in the office of the treasurer of the Cherokee Nation, and a report thereof shall be submitted to the council of the Cherokee Nation at each annual session.

5. *Be it further enacted*, That should the lease herein granted be declared by the principal chief vacant by default, a fresh lease may be executed to any responsible company, in accordance with the provisions with this act; and, *Provided*, That in default of any and all payments which may be due the lease shall terminate, and all rights, privileges, or interests in any portion of such, or temporary improvements thereon, shall all cease.

6. *Be it further enacted*, That no person not a member of the Cherokee Strip Live Stock Association, shall be permitted to graze any kind of stock upon any of the Cherokee lands lying west of the Arkansas River without the consent of said association, and the principal chief is hereby authorized to cause the removal of all such persons as intruders.

7. *Be it further enacted*, The said Cherokee Strip Live Stock Association, by any or either of the before-named directors, shall, within thirty days after the approval of this act by the principal chief, file with him in the executive department of the Cherokee Nation their acceptance of the same. Whereupon the principal chief shall cause to be issued to the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust for the aforesaid Cherokee Strip Live Stock Association, a lease in accordance with this act.

8. *Be it further enacted*, That the treasurer, whenever payments are made to him by said Cherokee Strip Live Stock Association, he is hereby required to retain the same in the treasury until the same shall amount to three hundred thousand dollars and to pay the same out "per capita," under directions of the national council.

9. *Be it further enacted*, That all acts or parts of acts in conflict with the provisions of the foregoing act is hereby repealed.

Tahlequah, C. N., May 14, 1883.

ROACH YOUNG,
Pres't Senate.
C. H. TAYLOR,
Clerk Senate.

Concurred in by the national council May 15, 1883.

JOHN SEORNE,
Speaker Council.
W. L. CORDREY,
Clerk Council.

Approved May 19, 1883.

D. W. BUSHYHEAD,
Principal Chief.

THE CHEROKEE STRIP LEASE.

This indenture made this fifth day of July, in the year of our Lord one thousand eight hundred and eighty-three (1883), by and between Dennis W. Bushyhead, principal chief of the Cherokee Nation, for and on behalf of said nation, party of the first part, and E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust, for and on behalf of the Cherokee Strip Live Stock Association, a corporation organized and existing under and by virtue of the laws of the State of Kansas, for themselves as directors in trust, their successors in trust, and assigns, parties of the second part, witnesseth:

That the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved and contained on the part and in behalf of the party of the second part, and their successors in trust, and assigns, to be well and faithfully kept and performed, doth by authority of law in him vested, as principal chief, by and through an act of the national council, which said act is entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96th meridian," approved in special session May 19th, A. D. 1883, which said act is specially referred to and made part of these presents, does by these presents lease for grazing purposes only, unto the aforesaid E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust as aforesaid, their successors and assigns, parties of the second part, all and singular, the unoccupied lands of, and belonging to, the Cherokee Nation, being and lying west of the 96th meridian, and west of the Arkansas River, not including any portion occupied, sold, and conveyed to the Pawnee, Poncas, Nez Percés, Otoes and Missourias, Osages and Kansas Indians, or the Salines, set apart to be leased separately under act of Congress, approved August 7th, A. D. 1882, as hereinafter set forth; the said portion herein leased for grazing purposes containing six million (6,000,000) of acres of land, more or less, and lying east of the one hundredth (100th) meridian, and the said hereinbefore-named parties of the second part, their successors and assigns, shall, for the purposes herein set forth, have and hold the above mentioned and described premises from and after the first day of October, one thousand eight hundred and eighty-three (1883), for and during the term and period of five years, thence next ensuing from said date, subject to the qualifications, restrictions, and forfeitures hereinafter provided for, and upon yielding and paying for the same the amount of money as hereinafter provided for. And the said parties of the second

part, the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust as aforesaid, hereby covenant and agree on behalf of themselves, as such directors in trust for said Cherokee Strip Live Stock Association, their successors in trust and assigns, and not otherwise, in consideration hereof and of the leasing aforesaid, to pay on the order of the principal chief aforesaid, into the treasury of the Cherokee Nation, at Tahlequah, Indian Territory, yearly, and for each and every one of said five years, the annual sum of one hundred thousand dollars ($100,000), lawful money of the United States, the same to be paid in two equal semi-annual payments, to be made, and so paid in advance, to wit, on the first day of October and first day of April in each and every year during the said term: *Provided always*, and it is further covenanted and agreed between the said parties hereto, that if the said semi-annual payment in advance or any part thereof shall remain unpaid after the expiration of thirty days after the date the same shall become due as herein agreed to be paid, or if default shall be made in any of the covenants hereinbefore or hereinafter set forth, or as contained and required by the act of the national council approved May 19th, A. D. 1883, as aforesaid, on the part and in behalf of the said parties of the second part, then and from thenceforth it may be lawful, and is agreed that said principal chief, or his successors in office, may declare this lease to be forfeited and annulled, and the said party of the first part may enter into and resume possession of the premises herein leased.

And it is further agreed, in accordance with the act of said Cherokee council that in case the lands hereinbefore described, or any part of them included in the terms of this lease, shall be disposed of under present existing laws or laws hereafter to be passed by the Congress of the United States, or by the said Cherokee Nation, that on the party of the first part giving six months' notice thereof to the party of the second part, that then and in that event, the terms and conditions of this lease and the lease thereof shall terminate on the expiration of the said six months from the date of said notice, to all or any portion of said tract of unoccupied Cherokee land thus sold or disposed of, and the parties to whom the said lands or any portion of them should then be disposed of or sold to may enter into and take possession of the same, but then and in that event the said party of the second part, their successors and assigns, shall not be chargeable with rent on the lands so sold, but shall be allowed a rebate on all subsequent payments made on account of this lease at the rate of one and two-thirds ($1\frac{2}{3}$) cents per acre per annum on the lands so sold or disposed of.

Further, it shall be the privilege of said party of the second part, their successors and assigns, to erect on said lands such fences, corrals, and other improvements as may be necessary and proper and convenient for the carrying on of their business, and for utilizing said lands for the purpose for which they are leased.

And in case this lease shall be terminated as to all or any part of said lands, by the disposal of the same as heretofore provided and set out, the said party of the second part shall have the right to remove all of said improvements, fences, and corrals, except such portions thereof as may be made from the timber or other property of the Cherokee Nation, or timber for which has been obtained from the aforesaid tract.

It shall further be the privilege of the said party of the second part, their successors and assigns, to cut from the territory herein leased, such timber as may be necessary for building the fences, corrals, and improvements heretofore authorized to be erected on said leased premises, and to cut from said lands such timber as may be necessary for fire-wood and fuel, but not otherwise, and to commit no waste thereon.

And the said party of the second part doth further covenant and agree with the said Dennis W. Bushyhead, as aforesaid, and as parts and conditions of this lease or contract, well and truly, and without deduction or delay, to make all payments as required in the foregoing, in the manner limited and prescribed; and in case of any failure as aforesaid, the said party of the second part agrees that they will peaceably surrender the premises herein leased and all improvements and erections thereon. And the said party of the second part, their successors and assigns, further agree and obligate themselves, and this is one of the conditions of this lease, to make no permanent improvements (the improvements, the right to make which is hereinbefore granted, being temporary improvements) on the aforesaid premises or leased tract, and only temporary improvements, as authorized by the act of the Cherokee council approved May 19, 1883, hereinbefore referred to; and on the expiration of the lease, or its being declared forfeited by default in the payment, as hereinbefore provided, then, and in either event, all improvements, structures, or erections thereon shall be and become the property of the Cherokee Nation, and said nation shall have possession of the same, and all and singular of such erections and improvements shall absolutely revert to, and become the property of, said Cherokee Nation, party of the first part.

And the said party of the second part further covenants and agrees with said party of the first part, as one of the conditions of this lease, that they will cut no timber for removal from said lands, or take or remove any material or property being part of the premises so leased, or remove or ship material therefrom, and that they will use all due

diligence to prevent the cutting or removing of any timbers or other materials therefrom, and that they will faithfully observe the intercourse laws of the United States; that they will obstruct no mail or stage line, and that they will not interfere with the salines, located, or to be located, under the provisions of the act of Congress beforementioned, approved August 7, A. D. 1882.

And it is agreed between the parties of the first and second parts, that the grounds excepted and reserved from, and not included in, the terms of this lease, necessary to the manufacture of salt at the said salines, may and shall not exceed in the aggregate, for said salines and all of them, one hundred thousand acres, with a right of way to and from said salines, such as may be required properly to work them. And the party of the second part do hereby obligate themselves, for themselves as directors in trust aforesaid, their successors and assigns, well and truly to observe and faithfully execute all and singular of the foregoing agreements and covenants, which are declared to be part of the agreement in consideration of which this lease is granted.

And the said party of the first part, principal chief of the Cherokee Nation, in accordance with the act of the national council as aforesaid, and on condition of the faithful payment of the sums of money as hereinbefore stipulated, in the manner and with the conditions hereinbefore prescribed, and as the further condition that the said party of the second part will well and truly fulfill all the conditions, covenants, and agreements herein set forth, doth covenant and agree by these presents that the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust for the Cherokee Strip Live Stock Association, their successors in trust, and assigns, shall, and may at all times during the said term, subject to the conditions as aforesaid, peaceably hold and enjoy all the privileges of lease on the said premises, free, clear, and harmless, from any let or hindrance whatsoever, together with all the privileges and rights of said party of the first part in reference to the same according to law and treaty stipulation.

Signed and sealed this 5th day of July, A. D., 1883.

D. W. BUSHYHEAD,
Principal Chief of the Cherokee Nation.

E. M. HEWINS,
A. J. DAY,
M. H. BENNETT,
BEN. S. MILLER,
J. W. HAMILTON,
S. TUTTLE,
ADDREW DRUM,
E. W. PAYNE,
CHARLES H. ELDRED,
Directors of Cherokee Strip Live Stock Association.

BRIEF AND ARGUMENT IN THE MATTER OF APPLICATION OF PETER HOLLENBECK ET AL. TO SECURE RIGHTS TO STOCK RANGES ON CHEROKEE STRIP.

These petitioners bring these cases before the Interior Department for the purpose of securing to them prior and equitable rights to graze live stock on a tract of land known as the Cherokee Strip; they present their cases, first, the petition; second, affidavits; and third copy of the charter and by-laws of an association or corporation known or called the "Cherokee Strip Live Stock Association"; copy of an act of the Cherokee council, passed May 19, 1883; and a copy of what is known as the "Cherokee Strip Lease."

This tract of land is a portion of land patented to the Cherokee Nation "forever," on the 31st day of December, 1838, under and by virtue of an act before passed by Congress and approved and signed by President Van Buren, during his administration; the land has, from this time, been held and regarded as belonging to these Indians, and nothing was done by the United States or these Indians to change the status or relations to the Indians' title until July, 1866, when it became necessary to effect a treaty with these Indians, and in the treaty these Indians agreed to a cession of this part of their territory, to settle friendly Indians on. See Art. XVI, "The Cherokee Nation to retain the right of possession of, and jurisdiction over said country * * * until thus sold, after which their jurisdiction and right of possession to terminate forever, as to each of said districts thus sold and occupied"; creating and supporting a trust for the purpose as stated. The question forced upon us and first to be settled is, what jurisdiction is there given to the Cherokee Nation, and to what extent does it preclude all other claims to jurisdiction over this territory. Or in

other words, is the jurisdiction co-ordinate or subordinate. The argument here is, that it is subordinate to the Department of the Interior, as prescribed in section 463 Rev. Stat. This act was passed by Congress and became a law July 9, 1832, and gives to the Commissioner of Indian Affairs, under direction of the Secretary of the Interior Department, the management of all Indian affairs and all matters arising out of Indian relations. Language too broad to require discussion as to the construction and intent of Congress. If this is undisputed, then these petitioners bring their cases to the proper place for redress and justice. For it cannot be questioned but what they show that this is an Indian affair, arising out of Indian relations. See the testimony of the witnesses in printed abstract, and, if the jurisdiction of the Cherokee Nation is subordinate, then, in passing the act by their council for the leasing this tract of land, and in execution of the lease as is shown the Cherokee Nation could not confer more power over this tract of land than what it, the Cherokee Nation, possessed at the time of the passage of the act and execution of the lease. Discussions of great length could be indulged in, in questions arising under this act and lease, as to the validity, and further, or other powers conferred, but it would be beyond the intent of those petitioners in these cases to now attack the legality or validity of the act or the lease; sufficient for the purpose of putting this application is to refer to section 2 of the act, on page 8 of the book, binding the aforesaid Cherokee Strip Stock Association "to faithfully observe all the intercourse laws with the United States," and on page 15 of the book, the said Cherokee Strip Association covenant to observe and faithfully execute all agreements in accordance with this act of the Cherokee national council, thus continually conceding and acknowledging the supervising power, conferred by laws and treaties to the Interior Department.

It is not to be understood that these petitioners claim that they have legal and exclusive rights, or that they wish to oppose the Cherokee Nation in this effort to secure as much revenue as can possibly be made out of this tract of land. But what they do claim and try to show is, that they have equitable rights and prior rights to those who are setting up claims against them and excluding them, and who are shown to be an organized, di-turbing element, having no rights, but intruding, and being supported by this organization or corporation unjustly and illegally. And in view of the facts and the situation, these petitioners have a right, here, to ask that an order be issued and directed to this association or corporation that if they continue to exercise the high position and power they assume under this act and lease, they must do so unbiased, impartial, and justly, observing and supporting and protecting rights, discountenancing and punishing wrongs and evils, and that these petitioners have their rights to graze and occupy their range with their stock so long as they comply with all legal and equitable laws and rules made by this corporation for the purpose of effecting and carrying on business for which it is organized and corporated.

C. BROWNELL,
Attorney for Petitioners.

ARKANSAS CITY, KANS.

SIR: I would like to know if the oil company or the stockman's association has any right to claim and tax any one in the Cherokee Strip in the Territory or not, and if a man goes in there to hold stock who has got the leasing, or is it to be leased at all.

Yours, truly,

E. B. BROWN.

HON. SECRETARY OF THE INTERIOR,
Washington, D. C.

Received March 14, 1884.

DEPARTMENT OF THE INTERIOR,
Washington, April 26, 1884.

SIR: Referring to your letter of the 24th instant, reques ing to be furnished with a number of copies of pamphlet containing certain correspondence on the subject of leasing lands for cattle-grazing purposes in the Cherokee country, I have the honor to inform you that Senate Ex. Doc. No. 54, Forty-eighth Congress, first session, contains the correspondence on this subject.

Beginning at page 26 of said document will be found the special correspondence to which you refer, so far as the records of the Department contain it.

Mr. Cratty's letter is herewith returned.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

HON. N. E. WORTHINGTON,
House of Representatives.

WAR DEPARTMENT,
Washington City, April 23, 1884.

SIR: I have the honor to transmit herewith for your information a copy of a communication dated April 5, 1884, from Mr. W. H. Miller, of Wichita, Kans., addressed to the commanding general of the Department of the Missouri, stating that he, with other persons, contemplate going into that portion of the Indian Territory known as south of the fifty-seventh mile strip, or "Cherokee Outlet," on Government lands, for stock-raising and other purposes, and inquiring as to what attitude the military will assume towards them if they enter that Territory, &c.

I have also to transmit herewith a copy of the reply of the department commander, dated the 10th instant.

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

[Inclosure.]

WICHITA, KANS., *April* 5, 1884.

General AUGUR,
Commanding Department of Missouri, Fort Leavenworth, Kans.:

SIR: I contemplate going into that portion of the Indian Territory known as south of the fifty-seventh-mile strip, or "Cherokee outlet," on the lands the title to which is in the Federal Government for stock-raising and other purposes. Other gentlemen propose going with me, but before going I would be obliged to know from you—

1. If section 15 supplement to Rev. Stats. U. S. will be respected by you as commanding officer, which section reads as follows:

"From and after the passage of this act it shall not be lawful to employ any part of the United States Army as a posse comitatus or otherwise for the purpose of executing the laws, except in such cases and under such circumstances as such employment of such forces may be expressly authorized by the Constitution or by the acts of Congress, and no money appropriated by this act shall be used to pay any of the expenses incurred in the employment of any troops in violation of this section, and any person willfully violating the provisions of this section shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by fine, not exceeding $10,000, or imprisonment not exceeding two years, or both such fine and imprisonment.

"SEC. 16. That all acts and parts of acts inconsistent with the provisions of this act be, and are hereby, repealed."

2. Are you aware if, or not, the United States courts having jurisdiction of the country are in regular session; and if not, at what time and for what reason their functions have been discontinued for any time, and for how long?

3. Has martial law been declared in that Territory? If so, when was it so declared, and for what length of time will it be continued? I mean that part of said Territory the title to which rests in the United States Government, and which has not been reserved by the Federal Government for any other or some specific purpose.

Hoping for a speedy answer from you,

I have the honor to be, yours, with respect,

W. H. MILLER.

We, the undersigned, hereby certify that W. H. Miller is well known in this community as an honest, upright, and honorable gentleman, whose motives and purposes are good and unquestionable.

Believing him sincere in this, as we have known him in all other transactions, any information you can give him will be duly appreciated by the undersigned.

W. W. THOMAS, JR.
J. F. LAUCK.
A. A. GLENN, *Police Judge, Wichita, Kans.*
D. M. DALY, *County Attorney.*
JOHN FOLKINSTEIN.
W. F. WALKER, *Attorney.*
C. A. VAN NESS, *Clerk District Court.*
W. G. HOBBS, *J. P.*
E. B. ALLEN,
Representative 89th District Kansas.
J. D. CALDWELL, *City School.*
M. L. MUN.
O. D. KIRK.
JAMES L. DYER.
O. H. BENTLEY, *Attorney.*
H. C. SLUSS, *Judge District Court.*
FRANK DAY, *Deputy County Attorney.*
D. A. MITCHELL, *Attorney.*
GEO. E. HARRIS, *Ex-Mayor.*

[First indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., April 10, 1884.

Respectfully forwarded to the Assistant Adjutant-General, Headquarters Division of the Missouri, with a copy of the reply. It has been assumed that all the orders and instructions referred to are still in full force.

C. C. AUGUR,
Brigadier-General, Commanding.

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., April 10, 1884.

DEAR SIR: I have received your letter of the 5th instant, in which you say that "I contemplate going into that portion of the Indian Territory known as south of the fifty-seventh mile strip, or 'Cherokee outlet,' on the lands the title of which is in the Federal Government for stock-raising and other purposes." Before doing so, however, you desire me to answer certain interrogatories, the object of which seems to be to learn what action, if any, would be taken by United States troops in case you carried your project into effect.

In reply to your letter and to your questions I inclose you a copy of a proclamation of the President of the United States, made on the 12th day of February, 1880, in which all persons intending and preparing to move into the Indian Territory without permission of the proper agent of the Indian Department are warned and admonished not to do so, and giving due notice what they are to expect in case the warning and admonition are not heeded. I inclose, also, a printed copy of a letter addressed by General Pope, at that time in command of this department, to officers and troops engaged in carrying into effect the President's proclamation. I also inclose a copy of the orders sent March 6, 1880, to officers and troops charged with preventing intrusion into Indian Territory. This proclamation and these orders are all in full force at this time.

Should you go into the Indian Territory with your friends, as you propose, it would be in violation of law and against the prohibition of the President's proclamation, and would result in orders being given to the troops to arrest you and turn you over to the United States civil authorities.

I inclose you a printed copy of the decision of the United States district judge, J. C. Parker, on the status of lands in Indian Territory.

It is hoped that after a full consideration of these various documents that you and your friends will conclude that your proposed move into the Indian Territory would be wrong, and in violation of law, and subject you to so much annoyance and inconvenience and expense as to make it hardly worth while to make the attempt.

I am, very respectfully, your obedient servant,

C. C. AUGUR,
Brigadier-General, Commanding.
E. R. PLATT,
Assistant Adjutant-General.

Official copy.

Mr. W. N. MILLER,
Wichita, Kans.

[Second indorsement.]

HEADQUARTERS DIVISION OF THE MISSOURI,
Chicago, April 15, 1884.

Respectfully forwarded to the Adjutant-General of the Army.

J. M. SCHOFIELD,
Major-General, Commanding.

WASHINGTON, D. C., *April* 25, 1884.

SIR: The Cherokee Nation, having under authority of law leased their unoccupied lands lying west of 96° for grazing purposes to the Cherokee Strip Live Stock Association, the principal chief has received a letter from the president of said association, informing him of a certain intrusion on their lands. The offenders are a Captain Nipp, and Love and Son, who are there grazing herds of stock on our lands in the Indian Territory in defiance of all law and authority. We inclose the letter.

We would respectfully ask that the United States agent, with one or two police, be sent thither to remove these intruders.

Section 2117 of the Revised Statutes provides: "Every person who drives or otherwise conveys any stock of horses, mules, or cattle to range or feed on any land belonging to any Indian or Indian tribe without the consent of such tribe, is liable to a penalty of one dollar for each animal of such stock."

In addition to the removal we think it would be wise to exact the penalty upon the stock being driven therefrom.

Since the lease was executed no rights have been granted to any persons, and these intruders are openly and willfully defiant.

Very respectfully,

D. W BUSHYHEAD,
Principal Chief.
L. D. BELL,
JOHN G. SCHRIMSHER,
Cherokee Delegation.
WM. A. PHILLIPS,
Special Agent and Counsel.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs.

[Inclosure.]

Cherokee Strip Live Stock Association, incorporated under the laws of the State of Kansas, March 8, 1883.

Directors: E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, A. Drumm, Benjamin S. Miller, E. W. Payne, Charles H. Eldred.

CALDWELL, KANS., *April* 14, 1884.

DEAR SIR: Your telegram and letter of 9th instant received. I can name two parties who are not members of our association, and who are at present located inside of Windsor and Roberts' range, hence are intruders upon the lands leased and occupied by the Cherokee Strip Live Stock Association. The names of said parties are one Captain Nipp and Love and Son. These men have been repeatedly warned to leave, both by Windsor and Roberts and by the proper officers of our association, yet they do not go, and say they will not under any circumstances. Now, our board of directors, having this case in view, and without any desire to put you, the Cherokees, or the United States Government to any unnecessary trouble, have postponed this matter just as long as they deem it advisable. The time, in our estimation, has come for us to assert our rights and to call upon you, the proper authority, to protect us in our rights.

In suggesting, I would say that far more could be accomplished if the matter could be quietly attended to with as little "red-tape" business as possible. Should the matter be published broadcast, those parties in the neighborhood of Arkansas City would quietly pull up into the State of Kansas, watch the "boys in blue," "march up the hill, and then march down again," and laugh in their sleeves.

Of course, if the matter can't be attended to without being made public, there is not much use in a move being made at all, unless it might be to have a small troop go into camp on the range of Windsor and Roberts, and near the Kansas line, for two or three weeks. I am of opinion it would have a most excellent influence. I beg of you don't think of me as presuming to advise; I am only venting an opinion. Anything that you may see fit to do in the aforesaid matter will be satisfactory to the board of directors of the Cherokee Strip Live Stock Association. I may say this in regard to our internal affairs, our association is progressing finely, and at present writing our differences are all adjusted, and we are as calm and serene as a May morning. Begging your pardon for the trouble we have already caused you, and trusting in any event that no complications will arise which will discommode you, I am,

Very truly, yours,

BEN. S. MILLER,
President C. S. L. S. A.

Hon. D. W. BUSHYHEAD,
Principal Chief Cherokee Nation,

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS, *May* 1, 1884.

GENTLEMEN: I have received your letter of the 25th ultimo, inclosing one from the president of the Cherokee Strip Live Stock Association, complaining of the presence of certain unauthorized persons, one Captain Nipp and Love and Son, who, it is alleged, are grazing herds of cattle on the lands of the Cherokees west of 96°, which lands have been leased to said association for grazing purposes, by virtue of an act of the Cherokee national council, approved by the principal chief, May 19, 1883.

You ask that the United States agent with one or two police be sent to the lands in question to remove the intruders, and that they also be prosecuted under section 2117 of the Revised Statutes.

Amongst other provisions of said act, I find the following:

"*Be it further enacted*, That no person, not a member of the Cherokee Strip Live Stock Association, shall be permitted to graze any kind of stock upon any of the Cherokee lands lying west of the Arkansas River, without the consent of the said association, and the principal chief is hereby authorized to cause the removal of all such persons as intruders."

It does not appear from your letter what, if any, steps looking to the removal of these intruders, have been taken by the Cherokee authorities under the provisions of the act above cited, or that if any such steps have been taken, they are unable of themselves to effect the removal. Neither is it shown at what date, or under what authority, the persons complained of first entered upon the lands in question.

When the Cherokee Nation has used all the lawful means in its power, and failed to accomplish the desired object, this office will be willing to render any assistance which can properly be given.

Very respectfully,

H. PRICE,
Commissioner.

Messrs. D. W. BUSHYHEAD,
Principal Chief.
L. B. BELL,
JOHN G. SCHRIMSHER,
Cherokee Delegation, City.

WASHINGTON, D. C., *May* 31, 1884.

SIR: I file herewith duplicate copies of mortgage from the Southwestern Land and Cattle Company to W. M. Murray and C. C. Leeds, and will be obliged if you will retain one copy and return the other to me duly certified.

Any charges will be promptly paid upon stating the amount.

Very respectfully,

SAM'L V. NILES,
per W. M. O.,
1733 *I street.*

Hon. COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFIRS, *June* 13, 1884.

SIR: In reply to your letter of the 31st ultimo, inclosing one from Mr. C. C. Leeds, of New York, dated 24th ultimo, transmitting a mortgage deed dated March 1, 1884, purporting to be executed by the Southwes ern Land and Cattle Company, to William M. Murray and C. C. Leeds, trustees of "the whole of the lands, tenements, hereditaments, leases, rights of lease, range, range rights, cattle, horses, mules, equipments, and all other property of every name and description of said party of the first part, which it now owns or may hereafter acquire," in trust for certain purposes therein set forth, which mortgage, Mr. Leeds states, includes property situated in the Cherokee Nation, Indian Territory, and desires that it may be filed in this office, and accompanying copy certified as such, I have to say that upon reference of the papers to the Cherokee delegation now in this city, they disclaim all knowledge of the Southwestern Land and Cattle Company, with which they say they have never had any dealings whatever.

I will also add that this office also having no knowledge of said company, or of any rights which it claims to have in the Indian Territory, declines to place said mortgage on its files.

The papers submitted with your letter are herewith returned.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

S. V. NILES. Esq.,
1733 *I street N. W., City.*

CALDWELL, KANS., *May* 18, 1884.

Maj. T. B. DEWEES,
Fort Reno, Ind. T.:

DEAR SIR: The Cherokee Strip Live Stock Association having been notified by the Cherokee Nation that the southeastern boundary of their lands, west of 96°, is the Cimarron River, and members of said association being located on said lands without improvement, other than wire fences, would most earnestly request the countermanding of the order tearing down said fences, until a full and thorough investigation can be had, and the rights of aforesaid association to lands north of the Cimarron River under their lease with the Cherokee Indians be fully and clearly defined.

Stockmen firmly insist that wire fences, without buildings, are in no sense improvements, but are merely an aid in holding and keeping cattle from straying.

An early reply is most earnestly requested.

Yours, most respectfully,

BEN. S. MILLER,
President Cherokee Strip Live Stock Association.

FORT RENO, IND. T., *May* 18, 1882.

B. S. MILLER, Esq.,
Pres't Cherokee Strip Live Stock Ass'n, Caldwell, Kans.:

DEAR SIR: Your letter of the 18th is received. In reply I would respectfully state that the records of my office show that the north line of the Oklahoma country is a continuation of the south line of the Cherokee Strip, from the crossing of Red Fork, on Cimarron River, east to the Pawnee Reservation.

I, therefore, cannot admit your claim to this part of the Oklahoma. I shall, however, suspend the orders for the destruction or removal of the fences in that part of the Oklahoma north of the Cimarron until I receive instructions from the department commander.

Very respectfully,

THOS. B. DEWEES,
Major Ninth Cavalry, Commanding Post.

[First indorsement.]

FORT RENO, IND. T., *May* 18, 1884.

Respectfully forwarded to headquarters Department of the Missouri:

The land in question is that part of the Oklahoma country north of the Red Fork, or Cimarron River.

All Government maps in this office show that the southern boundary line of the Cherokee strip in the Indian Territory west of the Red Fork, on Cimarron River, extends east on the same line to the Pawnee Reservation.

The claim of the Cherokee Strip Live Stock Association represents that the line follows the Red Fork, on Cimarron River, to the Pawnee Reservation, and that they pay the Cherokee Nation for the lease of this land, and under this lease have inclosed the land with wire fences. I have directed Captain Carroll to suspend the order to destroy the fences north of the Cimarron River until further orders.

I earnestly ask that I may receive instructions as to the extent of the Oklahoma land north of the Cimarron River, and what action I shall take in this matter.

THOS. B. DEWEES,
Major Ninth Cavalry, Commanding Post.

[Second indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., May 23, 1884.

Official copy respectfully forwarded for the information of higher authority.
In the absence of the department commander.

E. A. PLATT,
Assistant Adjutant-General.

[Third indorsement.]

HEADQUARTERS DIVISION OF THE MISSOURI,
Chicago, May 26, 1884.

Respectfully forwarded to the Adjutant-General of the Army.

J. M. SCHOFIELD,
Major-General Commanding.

WAR DEPARTMENT, *Washington City, June* 4, 1884.

Respectfully referred to the honorable Secretary of the Interior for his information.

ROBERT T. LINCOLN,
Secretary of War.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
July 3, 1884.

SIR: I am in receipt, by Department reference, of copies of certain correspondence, dated the 18th May last, had between Mr. B. S. Miller, president of the Cherokee Strip Live Stock Association, and Major Dewees, Ninth Cavalry, commanding post at Fort Reno, Indian Territory, transmitted through the regular channels to the War Department, with request for information on the subject therein referred to.

It appears that the Cherokee Strip Live Stock Association has requested the countermanding of certain orders issued by the War Department, for the removal or destruc-

tion of the fences in that part of Oklahoma north of the Cimarron River, claiming that the south boundary line of the lands west of 96°, leased by the said association from the Cherokee Nation, follows the Red Fork, on Cimarron River, to the Pawnee Reservation, and that they pay the Cherokee Nation for the lease of their land, and under this lease have inclosed the land with wire fencing.

In reply I have to state that the Cherokee Strip Live Stock Association is entirely mistaken in its premises; and that, as stated by Major Dewees, the southern boundary line of the Cherokee lands in the Indian Territory west of the Red Fork or Cimarron River extends east on the same line to the Pawnee Reservation. (See map and copy patent to the Cherokee Nation contained in Senate Ex. Doc., No. 124, Forty-sixth Congress, second session, herewith.)

According to a certified copy of the lease on file in this office the Cherokee Nation leased (July 5, 1883) to the Cherokee Strip Live Stock Association for a term of five years from October 1, 1883, determinable, nevertheless, as therein mentioned, and subject to the payment of the yearly rent thereby reserved, "all and singular the unoccupied lands of and belonging to the Cherokee Nation being and lying west of the 96th meridian, and west of the Arkansas River, not including any portion occupied, sold, and conveyed to the Pawnees, Poncas, Nez Perces, Otoes and Missourias, Osages and Kansas Indians, or the Salines, set apart to be leased separately under act of Congress approved August 7, A. D. 1882, as hereinafter set forth; the said portion herein leased for grazing purposes containing 6,000,000 acres, more or less, and lying east of the 100th meridian." * * *

Whatever may be the understanding of the Cherokee Strip Live Stock Association as to the boundaries of the lands leased, it is clear that the Cherokee Nation could lease no other lands than those to which they have title, and as they have not and never had title, and do not, in fact, claim title to the lands in question north of the Cimarron, it is equally clear that the Cherokee Strip Live Stock Association can have no claim thereto under said lease, as is alleged, and hence are not exempt from the operation of the orders of the War Department with regard to the fences in Oklahoma.

I will add that the tract of country referred to forms a portion of the territory ceded by the Creek Indians to the United States under the provisions of article 3, treaty of June 14, 1866 (14 Stats., 785), for the settlement of other civilized Indians thereon, and is held by the United States expressly for those purposes.

I inclose a copy of this letter for transmission to the honorable Secretary of War.

Very respectfully, your obediemt servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, July 5, 1884.

SIR: Referring to War Department reference, dated 4th ultimo, of copies of certain correspondence had by the commanding officer at Fort Reno, Indian Territory, with the Cherokee Strip Live Stock Association in reference to the southern boundary of the Cherokee lands west of 96 degrees, I have the honor to transmit herewith a copy of a communication, dated 3d instant, received from the Commissioner of Indian Affairs, with accompanying executive document upon the subject, which furnishes the information desired.

Very respectfully,

H. M. TELLER,
Secretary.

The Hon. SECRETARY OF WAR.

WASHINGTON, D. C., *June* 23, 1884.

SIR: We herewith inclose copies of lease and accompanying documents relating to the leasing of the unoccupied portions of the Cherokee land lying west of Arkansas River for grazing purposes only.

We also inclose copies of correspondence between the officers of the Cherokee Strip Live Stock Association and the principal chief of the Cherokee Nation touching the question of the boundaries of these lands.

The law of the nation authorizing the lease limited it to the land unoccupied

and unsold belonging to the nation lying west of the river. No other land was leased except that portion of Cherokee land.

If any company or other persons have tried to claim land outside of our limits they have done so on their own responsibility.

Very respectfully,

L. B. BELL,
J. G. SCHRIMSHER,
Cherokee Delegation.
WM. A. PHILIPS,
Special Agent and Counsel.

Hon. H. M. TELLER,
Secretary of the Interior.

Referred to Indian Office June 24, 1884.

NOTE.—For copy lease (inclosure No. 1) see Exhibit B accompanying Commissioner's report.

[Inclosure No. 2.]

TAHLEQUAH, *December* 14, 1883.

SIR: I have been requested by the Cherokee Strip Live Stock Association to request you to certify the boundary lines of the lands of the Cherokee Nation in the Indian Territory, and particularly the lands west of the 96th meridian.

The association desires this information for the purpose of definitely ascertaining the southern boundary line of the lands leased by them west of the Arkansas River.

I have the honor to be, very respectfully,

JNO. F. LYONS,
Counsel for Cherokee Strip Live Stock Association.

Hon. D. W. BUSHYHEAD,
Principal Chief Cherokee Nation.

A true copy.

WM. BOUDINOT,
Ex. Secretary Cherokee Nation.

EXECUTIVE DEPARTMENT, CHEROKEE NATION,
Tahlequah, December 18, 1883.

SIR: In reply to your communication of the 13th instant, informing me that you have been requested by the Cherokee Strip Live Stock Association to request me to certify the boundary line of the Cherokee Nation in the Indian Territory, and particularly west of the 96th meridian.

I find by reference to treaties and patent that, under treaty of May 6, 1828, and also by supplemental treaty of February 14, 1833, the United States guaranteed and secured to be conveyed by patent to the Cherokee Nation of Indians a tract of 7,000,000 acres, and in addition to the 7,000,000 acres thus provided for and bounded, "the United States further guarantees a perpetual outlet west, and a free and unmolested use of all the country west of the western boundary of said 7,000,000 acres, as far west as the sovereignty of the United States extends." Under the provisions of article 3 of the treaty of 29th December, 1835, and in accordance with the act of May 28, 1830, the United States by patent, dated at the city of Washington, the 31st day of December, A. D. 1838, conveyed to the Cherokee Nation, after having the tract of 7,000,000 acres, together with the perpetual outlet, as provided in treaties of 1828, and supplemental treaty of 1833, surveyed in one tract, 13,574,135.14 acres.

I find from a careful perusal of the treaties and patent that starting—to use the language of the patent—36 chains and 50 links west of the southeast corner of the Osages, witnessed by a mound or rocks on the west bank of the Neosho River; thence west on the southern boundary of the Osage lands to the line dividing the territory of the United States from that of New Mexico, 288 miles 13 chains and 60 links, to a mound of earth 6 feet square at base and 5½ feet high, in which is deposited a cylinder of charcoal 12 inches long and 4 inches diameter; thence south along the line of the territory of the United States and Mexico, 60 miles and 12 chains to a mound of earth 6 feet square at base and 5½ feet high, in which is deposited a cylinder of charcoal 18 inches long and 3 inches diameter; thence east along the northern boundary of Creek lands 273 miles 55 chains and 60 links to the beginning; containing within the survey 13,574,135.14 acres.

The lands leased by the Cherokee Nation to the Cherokee Strip Live Stock Association are those unoccupied lands of the Cherokee Nation lying west of the Arkansas River or west of the 96th meridian, and, as you will perceive from the foregoing de-

scription of boundary quoted from the patent to the Cherokee, extends from their northern boundary, the south line of the State of Kansas, south 60 miles and 12 chains to the northern boundary of the Creeks, which boundary line is the southern boundary line of the Cherokee lands, particularly west of the 96th meridian.

Very respectfully,

D. W. BUSHYHEAD,
Principal Chief Cherokee Nation.

JNO. F. LYONS, Esq.,
Of Counsel for Cherokee Strip Live Stock Association.

[Inclosure No. 3.]

EXECUTIVE DEPARTMENT, CHEROKEE NATION, IND. T.
Tahlequah, June 17, 1884.

DEAR SIR: In reply to yours of the 14th instant, inclosing "copy of a letter (with indorsements) from Ben. S. Miller, president of the Cherokee Strip Live Stock Association, referred to us [you] for information by the Department of the Interior."

You state that "it will be seen by Mr. Miller's letter that he, in the name of the association of which he is president, claims a large tract of land under the terms of his lease from the Cherokee Nation not embraced in the titles of the nation, on the authority of a notification by the Cherokee Nation."

Referring to the copy you inclose of the letter of the president of the association, I observe that he states that the Cherokee Nation has *notified* the Cherokee Strip Live Stock Association, that the "*southeastern* boundary of their lands west of 96° is the *Cimarron River*."

The "*southeastern*" boundary, or in other words, the southeastern "*limit*," the two words being often used synonymously. More strictly speaking, the word boundary is "*the object indicating the limt.*" President Miller's assertion is, therefore, that the "association," of which he is president. has been informed or "notified" that the object indicating the limit of the Cherokee lands west of 96° *on the southeast*, is the Cimarron River. Upon consulting the official map in this department I find that the Cimarron River is indeed the object indicating the limit of the Cherokee lands west of the 96° on the *southeast, and was at the time the lease to that association was made.* But how President Miller or any member of the association construe the mention of the "*southeastern*" boundary or limit to refer to any *other* boundary *than* the *southeastern*, I am unable to say. A statement that the southeastern corner or boundary of the Cherokee lands west of the 96° is on the Cimarron River does not, in my opinion, justify the statement that the same river forms the *southern* boundary of those lands.

Inclosed please find copies of all the correspondence between this department and the Cherokee Strip Live Stock Association that is of record here in reference to the subject of the boundary lines of the Cherokee lands west of 96° since the law authorizing lease of those lands was passed.

I also inclose, as requested, a copy of the lease made by this nation to the Cherokee Strip Live Stock Association, dated July 7, 1883, and a copy of a communication dated June 15, 1883, from Hon. E. L. Stevens, Acting Commissioner of Indian Affairs, which gives a statement of the number of acres remaining at that date in the possession and under the jurisdiction of the Cherokee Nation according to treaty provisions.

It may be proper also to state that I have in reply to inquiries made of me in regard to the ownership of the lands lying north of the Cimarron River and south of the Cherokee line, by parties connected with the Cherokee Strip Live Stock Association, distinctly stated that the tract did not belong to the Cherokees and compose part of the leased tract.

I remain, very respectfully,

D. W. BUSHYHEAD,
Principal Chief.

Hon. L. B. BELL,
Cherokee Delegate, Washington City.

[United States Indian service, Indian industrial school, Chilocco, Indian Territory.]

CHILOCCO, I. T., *June* 5, 1884.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.:

SIR: The cattle for this institution have not yet been offered for delivery, but are expected the first of next week.

Mr. Hadley is having arrangements made for caring for them. It will be necessary to keep herders with them until the lands are fenced.

The oil company, who had leased from the Cherokees, or rather from the Kansas Cattle Company, had put up a wire fence around the lease hold, making their line a fourth of a mile south of the State line. The people living along the line in one night cut the wire, took up the posts, and carried both wire and posts away, so that nothing but the post-holes were left to tell where the fence had been.

I will have the fence for school lands made on a line a half a mile south of State line, and I do not believe it will be disturbed. I will send you a plat of the land selected as soon as I can get a surveyor to determine the corners.

A very bitter feeling has grown up with the people along the line against the oil company. The mention of the company has very much the same effect upon the line people as shaking a red flag before a cross bull has upon him; they get ready for battle at once. The country looks very beautiful. Eight or ten or more sections of good tillable and grazing land can be selected adjacent to the school land, and will be a magnificent body of land.

I have the honor to be, very respectfully, your obedient servant,

J. M. HAWORTH,
Superintendent Indian Schools.

WASHINGTON, D. C., *June* 27, 1884.

Hon. H. PRICE,
Commissioner of Indian Affairs:

SIR: Referring to your letter of the 13th instant, relating to the mortgage of the "Southwestern Land and Cattle Co.," to W. M. Murray and Charles C. Leeds, trustees, I file herewith a letter received from C. C. Leeds, esq., one of the trustees of said company, for your consideration, and will be obliged if you will advise me in view of the facts stated if the mortgage referred to can be recorded in your office.

With great respect,

SAMUEL V. NILES.

[Inclosure.]

NEW YORK, *June* 26, 1884.

SIR: Referring to your letter of 13th inst., to Samuel V. Niles, esq., I beg to say that a corporation of the State of Kansas, known as "The Cherokee Strip Live Stock Association," holds a lease from the Cherokee Indians of a large tract of land in the Indian Territory, which is used for grazing cattle. The various persons and corporations who at the time of the formation of that association were occupying ranges in the leased tract were thereby made eligible to membership in the association and to continual use of their respective ranges. The Southwestern Land and Cattle Company is a member of the association, having succeeded by purchase to the rights of the New York Cattle Company, limited, which in turn bought out the Jackson Cattle Company.

The Cherokee Indians receive their rents from the Cherokee Strip Live-Stock Association.

As one of the trustees under the first mortgage of The Southwestern Land and Cattle Company, I am anxious to have the mortgage filed and recorded in every necessary or appropriate office, and it seemed to me that the office of the Commissioner of Indian Affairs was such.

Any documentary evidence of the facts stated in this letter will be filed in your office if required, and I now ask to be advised whether in view of the facts herein stated (to be authenticated if desired) you will place the mortgage on your files.

Truly, yours,

C. C. LEEDS.

Hon. E. L. STEVENS,
Acting Commissioner Office of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
July 17, 1884.

SIR: I received your letter of the 27th ultimo, inclosing a letter, dated 26th ultimo, from C. C. Leeds, esq., of New York, addressed to the Acting Commissioner of Indian Affairs, wherein, referring to office letter to you of the 13th ultimo, he states that the Southwestern Land and Cattle Company is a member of the Cherokee Strip Live Stock Association, and requests to be advised whether, in view of the facts stated in his letter, the mortgage referred to in his previous communication will be placed on record in this office.

In reply I have to say that the lease to the Cherokee Strip Live Stock Association, referred to by Mr. Leeds, has never received the authoritative approval of this Depart-

ment; and, further, that the Department declines to take any action which may in any manner tend to conflict with or prejudice the rights reserved to the Government in respect of the lands in question under existing treaties with the Cherokees.

For these reasons I must again decline to place the mortgage on record in this office.

H. PRICE,
Commissioner.

SAMUEL V. NILES, Esq.,
Attorney, 1733 I st. N. W., City.

OFFICE OF CITY MARSHAL,
Hunnewell, Kans., June 21, 1884.

HON. SECRETARY OF THE INTERIOR,
Washington City, D. C.:

DEAR SIR: Will you please let me know your decision in regard to opening up the Cherokee strip in the Indian Territory. There is a great deal of controversy here in regard to it. By letting me know your *last* decision upon this matter you will confer a great favor upon an inquisitive community.

Respectfully,

HAMILTON RAYNER,
City Marshal.

CALDWELL, KANS., *June 27.*

TO SECRETARY INTERIOR,
Washington, D. C.:

Have you authorized the closing by association renting Cherokee strip up the left bank of the Cimarron River, from southern boundary of Cherokee strip at Cheshome's Trail to Dodge City.

Please answer at once.

C. GARNER.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, June 28, 1884.

TO C. GARNER, *Caldwell, Kans.:*

I have not authorized any parties to fence, either in the Indian Territory or anywhere else. The trails should be kept open.

H. M. TELLER,
Secretary.

[Telegram.]

CALDWELL, KANS., *July 29, 1884.*

TO COMMISSIONER OF THE GENERAL LAND OFFICE,
Washington, D. C.:

Does the Department recognize the lease of the Cherokees to the Cherokee Live Stock Association? And in event of arrests in the Territory becoming necessary, where does jurisdiction lie, at Wichita or Fort Smith?

Answer.

A. R. GREEN,
Inspector G. L. O.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 30, 1884.

A. R. GREENE,
Inspector of United States Land Office, Caldwell, Kans.:

Department neither recognizes nor disaffirms leases from the Cherokee national-authorities for grazing privileges. Parties occupying under such leases are not included in the Department request for the removal of intruders.

Jurisdiction north of the Canadian River, and west of the lands of the Cherokees, Creeks, and Seminoles, pertains to the United States courts at Wichita, Kans.

M. L. JOSLYN,
Acting Secretary.

CALDWELL, KANS., *August* 9, 1884.

SIR: It appears that certain members of the Cherokee Live Stock Association, to wit, Messrs. Hewins & Titus, Underwood & Clark, Dean & Broderick, and the McClellan Cattle Company, have temporary inclosures extending a few miles beyond the limits of the Cherokee lands to the south, toward the Cimarron River and into Oklahoma proper.

It is very desirable on their part that these inclosures remain intact for the present, for two reasons. *First*, on account of the impracticability of setting posts for the proposed new line on the south boundary while the ground is dry and hard; and, *second*, because they have large numbers of "through cattle," one firm alone, the first named, having no less than 11,000 head of steers direct from Texas which should not be mixed with acclimated cattle and which cannot be held on the range while fences are being removed. It may be urged in behalf of Messrs. Hewins & Titus that they did not erect their fence, but bought it of prior occupants and that before the consummation of the lease from the Cherokees. They paid a tax for the use of the grazing grounds under the belief that these lands were included in the Cherokee strip.

The other firms built their inclosures themselves, under the impression that the Cimarron River below the point where the thirty-sixth parallel crosses the same formed the southern boundary of the Cherokee lands.

It is proper to state that these gentlemen recognize the authority of the Government and will cheerfully acquiesce which any order the honorable Secretary may see fit to issue, but they respectfully request to be allowed to remain for the present until such time as the order for the removal of the fences may be complied with without subjecting them to great hardship and probable loss, which permission I respectfully recommend be granted them.

Your answer, either by mail or telegraph, may be addressed to me at this place.

Very respectfully,

A. R. GREENE,
Inspector General Land Office.

Hon. H. M. TELLER,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS.
August 21, 1884.

SIR: I am in receipt by Department reference, for report, of a letter from A. R. Greene, inspector General Land Office, dated the 9th instant, stating that certain members of the Cherokee Live Stock Association, viz, Hewins and Litus, Underwood and Clark, Dean and Broderick, and the McClellan Cattle Company have temporary inclosures extending a few miles beyond the limits of the Cherokee lands to the south toward the Cimarron River and into Oklahoma proper; that for the reasons specified they desire that these inclosures shall remain intact for the present and recommending that their request be granted, and that they be allowed to remain until such time as the order for removal of the fences may be complied with without subjecting them to great hardship and probable loss.

In reply I have the honor to invite your attention to office letter to the Department of the 3d ultimo, relative to the occupation of the lands north of the Cimarron River and south of the Cherokee line, by the Cherokee Strip Live Stock Association; also to Department letter of the 15th ultimo, to the honorable Secretary of War, in which it is stated that no authority has at any time been given by the Secretary of the Interior to parties to graze cattle in the Indian Territory.

As the parties making the request are already on the lands in question without authority, it is respectfully suggested that no reason exists for Department interference in their behalf.

Inspector Green's letter is herewith returned.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

CORRESPONDENCE RELATIVE TO OPENING UP OF CATTLE TRAILS CLOSED BY LESSEES OF CHEROKEE NATION IN THE INDIAN TERRITORY.

HOUSE OF REPRESENTATIVES,
Washington, D. C., February 1, 1884.

DEAR SIR: We beg to invite your attention to the fact that the cattle trail between Texas and the Indian Territory, and the usual route along which cattle from Texas are driven through the Indian Territory, has been closed by parties leasing land in

the Indian Territory, and that Agent Miles has given notice that cattle will not be allowed to pass over it.

This is the only outlet for cattle driven from Texas to northern points, and the closing thereof will operate a very great hardship to the cattle interests of Texas, there being annually driven over this trail from 250,000 to 350,000 head of cattle from Texas. We respectfully request and urge that such steps be at once taken through your Department as will remove the obstruction complained of, and that the said trail be kept open. The season for driving from Texas will commence about the 1st of April next, and it is most important that immediate measures be taken in the premises.

We would further complain at the instance of cattle raisers and drivers in our State, that the Indians in said Territory have been accustomed to marauding upon herds of cattle driven through the same, and to demand from drovers cattle out of their herds for the privilege of passing through. These demands have, in many instances, been complied with rather than have hostile engagements; such a course, unlawful and spoliatory on the part of the Indians, ought to be restrained. We earnestly invoke your consideration of these matters at your earliest convenience.

Very respectfully, &c.,

S. W. T. LANHAM, M. C., 11*th District, Texas.*
J. W. THROCKMORTON, M. C., 5*th District, Texas.*
TOM. P. OCHILTREE, M. C., 7*th District, Texas.*
CHAS. STEWART, M. C., 1*st District, Texas.*
JOHN H. REAGAN, M. C., 2*d District, Texas.*
J. F. MILLER, M. C., 8*th District, Texas.*
OLIN WELLBORN, M. C., 6*th District, Texas.*

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

The facts as stated accord with my information and knowledge of the facts. As to its conduct of the Indians, I filed some time ago the statement of Pryor Bros., large cattle owners, making the same point, February 1, 1884.

S. B. MAXEY.

[Telegram.]

DEPARTMENT INTERIOR, OFFICE INDIAN AFFAIRS,
January 17, 1884.

TO MILES,
Agent Cheyenne and Arapaho,
Via Dodge City, Kansas:

Keep all cattle trails open until further orders.

H. PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 7, 1884.

JOHN D. MILES,
United States Indian Agent:

SIR: On the 17th day of January last you were instructed by telegram to "keep all cattle trails open until further orders." You will not fail to observe strictly this order, and allow no cattle trail to be closed unless specially so ordered by the Hon. Secretary of the Interior. If any cattle trail has been closed before the date of the said telegram the same must be opened.

Respectfully,

H. PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 7, 1884.

Hon. H. M. TELLER,
Secretary of the Interior:

SIR: In reference to the subject matter of the letter addressed to the Hon. J. H. Reagan by a committee of the Southern Texas Live Stock Association, and by you informally referred to me, I have the honor to reply that on the 17th of January last

I telegraphed Agent Miles, of the Cheyenne and Arapaho Agency, as follows: "Keep all cattle trails open until further orders."

The letter to Mr. Reagan is herewith returned.

Very respectfully,

H. PRICE,
Commissioner.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., February 19, 1884.

SIR: Replying to your letter of 7th instant in relation to cattle trails leading through this reservation, and your order to "keep all cattle trails open until further orders," I may inform that I know of no *authorized cattle trail* through this reservation being closed. The Secretary's instructions on this subject will be strictly complied with as indicated by you.

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Telegram.]

WICHITA FALLS, TEX.,
April 29, 1884.

To SECRETARY OF THE INTERIOR,
Washington, D. C.:

Is the old Chesholm trail open from the Simirone to Dodge City, through the Cherokee Nation?

BAREFOOT & BRYANT.

Hon. H. M. TELLER,
Washington, D. C.:

At a meeting of the Colorado Cattle Growers' Association, held April 12, 1884, the following preamble and resolutions, previously adopted by the Wyoming Stock Growers' Association, were indorsed by the Colorado Cattle Growers' Association.

Whereas the vast ranges of Colorado, Wyoming, Nebraska, Montana and other northwestern States and Territories depend largely for their supply of young cattle upon the far southern ranges of Texas and adjoining States; and

Whereas hundreds of thousands of young cattle have been driven from those States to the more northern ranges, which are better adapted to the wintering of beeves than the warm climate of the South; and

Whereas the trail over which the cattle have been driven for many years through the western part of the Indian Territory and the State of Kansas is fast being closed by fencing, thereby seriously interfering with the movement of these cattle from their market north; therefore, be it

Resolved, That it is the unanimous sentiment of the association that it is incumbent upon the National Government to protect this great industry in securing to them forever a highway through the Indian Territory and the States of Kansas and Nebraska, of a width not less than 4 miles, to enable the herds to graze and water unembarrassed upon the lands over which they pass. That in view of the few settlers upon the lands at present, and of the constantly increasing number, that a speedy action is necessary. That the settlers already in the district along the line of the present trail shall be compensated for their claims and removed therefrom; that the land now owned by the United States within the district embraced, shall be withdrawn from settlement, and set apart as a national highway forever, and that some arrangement be made whereby the trail may be kept forever open through the Indian Territory; therefore, be it

Resolved, That the secretary of this association shall forward to the Secretary of the Interior a copy of these resolutions, and earnestly request him to give the matter the attention that its magnitude demands.

On motion of J. W. Bowles, the secretary was also instructed to forward copies of these resolutions to our Representatives in Washington.

L. R. TUCKER,
Secretary.
C. E. WETZEL,
Assistant Secretary.

[Wyoming Stock Growers' Association, Office of Secretary and Executive Committee.]

CHEYENNE, WYO., *April* 22, 1884.

DEAR SIR: In accordance with the action of this association, I herewith inclose copy of resolutions passed at the annual meeting April 8, 1884:

Whereas the vast ranges of Colorado, Wyoming, Nebraska, Montana, and other northwestern States and Territories depend largely for their supply of young cattle upon the far southern ranges of Texas and adjoining States; and

Whereas hundreds of thousands of young cattle are annually driven from these States to the more northern ranges, which are better adapted for the maturing of beeves than the warmer climate of the south; and

Whereas the trail over which cattle have been driven for many years through the western part of the Indian Territory and the State of Kansas is fast being closed by fencing, thereby seriously interfering with the movement of these cattle and threatens to shut out entirely these cattle from the market north; therefore, be it

Resolved, That it is the unanimous sentiment of this association, that it is incumbent upon the National Government to protect this great industry by securing to them forever a highway through the Indian Nation and the States of Kansas and Nebraska of a width not less than four miles to enable the herds to graze and water unembarrassed upon the lands over which they pass; that in view of the few settlers upon the lands at present, and of the constantly increasing number, a speedy action is necessary; that the settlers already in the district along the line of the present trail shall be compensated for their claims and remove therefrom; that the land now owned by the United States within the district embraced shall be withdrawn from settlement and set apart as a national highway forever, and that some arrangement be made whereby the trail may be kept forever open through the Indian Territory; therefore, be it

Resolved, That the secretary of this associction shall forward to the Secretary of the Interior a copy of these resolutions, and earnestly request him to give the matter the attention that its magnitude demands.

Respectfully,

THOS. STUREGS,
Secretary Wyoming Stock Growers' Association.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

[Telegram.]

DODGE CITY, KANS., *June*, 1884.

We, a committee representing the drovers of Texas cattle, having herds now *en route* North, and grazing over the indicated cattle trail in the Indian Territory, respectfully request that you call the immediate attention of honorable Secretary of the Interior to the fact that we are being unreasonably, unnecessarily, and unjustly depredated upon by the various tribes of Indians along said route in the manner of taking our property by force of arms. and endangering the lives of our employés. We first deem it our duty to appeal to the proper authorities for relief and protection rather than resort to means of self-protection. We respectfully request and demand that the proper authorities nearest at hand be directed to extend the necessary relief and protection without delay, and that such property as has thus been taken, and can be identified, be restored to the respective owners, and that we be advised by wire of such action as may be taken.

JNO. L. LYTLE,
IKE T. PRICER,
H. C. DOTY,
M. C. LEWIS,
R. G. HEAD,
S. W. LOMAX,
Committee.

The honorable Senators COKE and MAXEY,
From Texas.

Hon. JOHN HANCOCK,
and Associate Members of House of Representatives from Texas,
Washington.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 30, 1884.

To LYTLE, LEWIS, and others,
Committee, Dodge City, Kans.:

Your telegram to Coke, Maxey, and others, handed this office, not sufficiently definite. On what trail are cattle referred to, and by what Indians are depredations committed?

H. PRICE,
Commissioner.

[Telegram.]

DODGE CITY, KANS., *July* 1, 1884.

To C. H. PRICE,
Commissioner, Washington:

Depredations committed on western trail by Kiowas and Comanches, principally by Kiowas, and on Cheyenne Reservation.

JOHN L. LYTLE,
For Committee.

[Telegram.]

INTERIOR DEPARTMENT,
OFFICE INDIAN AFFAIRS,
Washington, D. C., July 1, 1884.

HUNT,
Agent Kiowa, Comanche, via Dodge City, Kans.:

Cattlemen complain that your Indians are committing depredations on their stock. You must see to it that the established trails are kept open and cattle not interfered with on them.

H. PRICE,
Commissioner.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 1, 1884.

To Inspector BENEDICT,
Fort Reno, Ind. T.:

Complaints received from Allenton, Spencer, Little, and others at Dodge City, Kans., that their cattle bound northward, through the Indian Territory on established trails, are stopped by armed force controlled by Cherokee Stock Association. Confer by telegraph with parties named. Go at once to region of disturbance, and take active measures to open and keep open all established cattle trails that may be found closed. Acknowledge receipt.

H. M. TELLER,
Secretary.

HEADQUARTERS DISTRICT OF OKLAHOMA,
In the field, Caldwell, Kans., June 28, 1884.

SIR: I have the honor to request that the hoporable Secretary of the Interior will establish the cattle trails in addition to the general thoroughfares to be open to the public in the Cherokee Strip. Presuming the lease of Cherokee Nation a valid one of their grazing lands to the Live Stock Association, granting occupation with fenced inclosures contemplates providing only reasonable passage through this Territory, that the occupants have, by leaving all roads open and providing two trails from one to four miles wide with extensive quarantine grounds for droves of cattle, sufficiently met all that should be required of them.

The land allotted is liberal for all transient parties crossing the Territory with cattle to Fort Dodge, Caldwell, Hunneville, Coffeeville, Kansas Railroad terminus.

A glance at the map will show the territory known as the Cherokee Strip is covered by a net work of trails, many made by Indians passing from band to band, followed

later by the whites, others by the inclination of drovers seeking grass and water, many old Army trails created by troops marching on scouting parties.

It will not be treating the lessees properly now that they have liberally provided for the public, to compel them to open these pastures to any drover who may seek, under the cover of an old trail, new or better grazing ground for his cattle *en route*, or while waiting sale for his cattle, to quarter upon the lessees of the land.

An early decision is required. It is important, as the Cherokees will unquestionably sustain the rentees in resisting armed men who will attempt destruction of fences wherever a trail is known.

As commander of the district of Oklahoma, which includes the Cherokee Strip, parties on the way north with cattle have appealed for a decision. Though not considering it in the jurisdiction of the commanding officer, at the request of interested parties I now lay the matter before the honorable Secretary of the Interior, and respectfully ask a decision, whether a reasonable provision for transit shall be set aside by the occupants of Cherokee Strip, or parties who wish passage shall be allowed their own option of route, irrespective of any right of possession the occupants may have secured in leasing these Indian lands.

Very respectfully, your obedient servant,

EDWARD HATCH,
Colonel Ninth Cavalry, Commanding.

The Hon. the SECRETARY OF THE INTERIOR,
Washington, D. C.

[Telegram.]

ROCKPORT, TEX., *July* 1, 1884.

To MILLER and OCHILTREE:

Indian agent will not pass my cattle through. See what can be done. Answer at Victoria.

F. H. MATHEWS.

[Telegram.]

INTERIOR DEPARTMENT,
OFFICE INDIAN AFFAIRS,
July 2, 1884.

DYER, *Agent, Cheyenne and Arapaho, Indian Territory:*

Mathews telegraphs that agent has stopped his cattle and will not allow them to pass. If you have done this you must see to it at once that all cattle be allowed to pass as heretofore. Answer *now*.

H. PRICE,
Commissioner.

[Telegram.]

FORT RENO, IND. T., *July* 3, 1884.

To PRICE,
Commissioner, Washington, D. C.:

I have stopped no cattle. The trails on my agency are all open. Math's herd is north of here, on Cherokee Strip, outside of my jurisdiction.

DYER, *Agent.*

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Wasnington, July 3, 1884.

To Agent DYER,
Cheyenne and Arapaho Agency, Dodge City, Kans.

Parties driving cattle through the Indian Territory on established trails claim that they are obstructed by fences of parties having cattle in the Territory under license from the Indians.

Notify such parties that such license does not authorize fencing and obstruction of such trails, and if continued the War Department will be asked to remove all obstructions as well as the offenders and their cattle from the Territory.

H. M. TELLER,
Secretary.

A true copy.

B. V. BELT,
Chief Indian Division.

JULY 3, 1884.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 3, 1884.

To Inspector BENEDICT,
Fort Reno, Ind. T.:

You will see that instructions this day telegraphed to Agent Dyer, as follows, are carried out:

Parties driving cattle through the Indian Territory on established trails claim that they are obstructed by fences of parties having cattle in the Territory under license from the Indians. Notify such parties that such license does not authorize fencing and obstruction of such trails, and if continued the War Department will be asked to remove all obstructions as well as the offenders and their cattle from the Territory.

H. M. TELLER,
Secretary.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 4, 1884.

To Inspector BENEDICT,
Fort Reno, Ind. T.:

Investigate and report whether there has been any obstruction to established trails through the "Cherokee strip." You can then go to Dodge City if necessary; but claimants must present their depredation claims to this Department in the usual way under the law.

H. M. TELLER,
Secretary.

[Telegram.]

FORT RENO, IND. T., *July* 8, 1884.

To Secretary TELLER,
Washington, D. C.:

The trails are all open and no cattle have been stopped anywhere on this reservation. The trouble is on Cherokee strip, outside of my jurisdiction. Inspector Benedict left this morning to adjust the matter.

DYER, *Agent.*

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 8, 1884.

To Inspector BENEDICT,
Fort Reno, Ind. T.:

Emory A. Storrs, of Chicago, telegraphs that a large drove of cattle belonging to Samuel W. Allenton has been stopped 70 miles south of Caldwell, near Turkey Creek, by a pasture fence which closes an old-established trail from Turkey Creek northwest to the junction of the Western Dodge trail. You will see that the obstruction, if upon an established trail, is removed at once. Report facts and action taken by you.

H. M. TELLER,
Secretary.

WASHINGTON, D. C., *July* 8, 1884.

SIR: We understand that certain parties who drive cattle across our lands have been making complaint about the facilities. Our lease requires that all lawful thoroughfares and post-routes be kept open, and we understand that they are so.

The Cherokee Strip Live Stock Association have left the roads very wide, or suitable for driving large herds of cattle. They have also, we learn, left a quarantine ground of 40,000 acres near Caldwell. We do not know that they make any charge for the privilege, but, of course, they have a right to do so.

What these complainants really want is the privilege of pasturing for nothing. Up to last October, when we leased our lands, they were not in the habit of following any trail. Occasionally they paid for their grazing, but very often did not.

In the adjacent States they are confined to the highways and have to pay for their grazing, and we do not understand that they have any right to graze in our country for nothing.

We have not the slightest doubt but what they can have all the grazing privileges they want by paying to the parties to whom we lease what it is worth. The Cherokee Strip Live Stock Association is made up of practical cattlemen, and are very willing to accommodate.

No broad cattle trails of 2 or more miles in width were ever established in our county. The attempt so to appropriate our property has been made but always failed, and no such broad grazing belts were ever established in our lands, and we respectfully protest against any such a disposition of our property.

Thoroughfares which have been lawfully established we do not object to, but our grazing privileges have a commercial value and we cannot consent that they be taken for nothing by any one.

Very respectfully,

L. B. BELL,
J. G. SCHRIMSHER,
Cherokee Delegation.
WM. A. PHILIPS,
Special Agent and Counsel.

Hon. HENRY M. TELLER,
Secretary of the Interior.

[Telegram.]

ANADARKO, IND. T., *July* 9, 1884.

To SECRETARY OF THE INTERIOR:

Before receiving your telegram, the post commander Fort Sill had been requested to send troops to cattle train to aid in stopping depredations. My Indians have been repeatedly warned with the military if they did not cease molesting herds passing over the trail. Troops should be used to patrol trail from Red River to Cheyenne Reservation.

HUNT, *Agent.*

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN INSPECTION SERVICE,
Caldwell, Kans., July 9, 1884.

SIR: I have the honor to inform you that I have been employed under special instructions of the Department, of July 4, 1884, since my last semi-weekly report, as follows:

In opening all established trails on Cherokee Strip, those parties who had closed Dodge City trail, from Red Fork ranche northwest, have complied with demands made, and will offer no further resistance.

My telegraphic address for the next three days from this date will be Dodge City, Kans. My post-office address for same time will be, very respectfully,

S. S. BENEDICT,
United States Indian Inspector.

REPORT ON OPENING OF CATTLE TRAILS IN CHEROKEE NATION, BY INSPECTOR BENEDICT, JULY 15, 1884.

Learned at Fort Reno that parties driving cattle by Chislom or Eastern Trail had been stopped by armed men near Red Fork, where the trail divides, one going to Caldwell, Kans., and the other west through the Cherokee Strip, joining the Dodge City trail near Kansas State line.

Found the Dodge City trail closed by B. F. Tuttle's fence. Found near by 2,800 head of cattle belonging to Mr. Mathias. The foreman told me he had been stopped by armed men at the Tuttle fence. Removed the wires from the fence and told the foreman to follow me; passed along the trail 18 miles, where found a gate opening into pasture of Mr. Beale. Visited Mr. Beale's headquarters and was informed that they did not object to the trail being open. Passed through pastures of Campbell and Thompson, whose employés were present at the stoppage of Mathias herd. They claimed to be acting under orders of Cherokee Association, who had determined to close the Dodge City trail.

As they had left a trail 3 miles wide through the Cherokee strip south of Dodge City, and had also left a trail to Caldwell and Hunnewell, their objections were that but few cattle come over this trail, and that it runs diagonally through ten leases and would require 220 miles of fence to make a lane for trail, and that Texas cattle would give their graded cattle Texas fever.

These gentlemen assured me they would conform to the orders of the Department, and put in 100-feet openings at the gates.

At Caldwell met president and secretary of Cherokee Association, and read the orders of the Department to them, and while they regretted that drovers were not satisfied with the trails left open for them, reconsidered their action and notified all lessees that drovers be permitted over old trail, and assured me there would be no further complaint on any established trail through the Cherokee Strip.

This trail was opened in 1876, and has been in continuous use ever since.

Respectfully submitted.

R. V. BELT,
Chief Indian Division, 1884.

JULY 15, 1884.

In obedience to telegraphic instructions of July 4, "to see that all established cattle trails through territory controlled by Cherokee Stock Association were opened," I submit the following report concerning my action in the premises:

Before leaving Fort Reno, Ind. T., I learned that parties driving cattle from Texas to northern markets on what is known as the Chisholm or eastern trail had been stopped by armed men at a point near the Red Fork, where the trail divides, one trail running almost due north to Caldwell and Hunnewell, Kans., the other running nearly northwest through the Cherokee strip, and joining the western or main Dodge City trail near the State line of Kansas.

On the morning of the 5th I started for the region of disturbance, arriving there on the 6th. I found the Dodge City trail closed by a pasture fence belonging to B. F. Tuttle, who is one of the lessees of the Cherokee Strip. When the fence was built a gate had been put in where the fence crossed the trail, but had recently been removed, and eight wires stretched across the opening and crossed in every direction to make a strong barrier. I found a herd of cattle grazing near by, belonging to a Mr. Mathias, numbering about 2,800 head. The foreman told me he had been stopped by armed men at the pasture fence above referred to, and was waiting for the owner of the herd to arrive from Texas.

I informed the foreman of my instructions, and told him to follow me and I would see that he was not interfered with. I then proceeded to the fence crossing the trail, removed the wires from the gate opening, and passed on up the trail; 18 miles farther on brought me to the western line of said Tuttle's pasture, where I found another gate, which was in good working order. This opening led into the pasture of Mr. Beale. I visited the headquarter camp of Mr. Beale, about 3 miles from the trail, and informed the foreman of my business, who told me that they did not object to the trail being open, and would offer no resistance. Passing through the pasture of Mr. Beale, I came to the pasture of Mr. Campbell and Thompson, the trail passing through both of their pastures, but near their dividing line. These men were represented by some of their employés. When Mr. Mathews's herd was stopped at the first fence across the trail, they claimed they were acting under authority of the Cherokee Association, which had determined to close the Dodge City branch of the eastern trail, as they had left a trail 3 miles wide through the Cherokee Strip south of Dodge City, and had also left a trail to Caldwell and Hunnewell for the accommodation of drovers to those points. Their objections to keeping the trail open was that there were only a few cattle to come over that trail, and as it run diagonally through his different leases, it would require over 220 miles of fence to make a lane for trail, and unless fenced the through cattle would contaminate their herds, many of which were graded cattle, with Texas fever. Neither of the gentlemen, however, assumed a threatening attitude, but assured me they would conform to the order of the Department. I requested them to put in 100-feet openings at each gate, so drovers would have no difficulty in passing through them, which they agreed to do.

On learning from these gentlemen that their action resisting the opening of the trial, had been taken under authority of the Cherokee Association, I deemed it best to proceed at once to Caldwell, Kans., where the officers of the association reside, and have the president of the association immediately inform all parties interested of the action of the Department in reference to this trail, and warn all lessees that drovers on said trail must not be interfered with, and suitable openings made for their conveniences.

At Caldwell I found the president and secretary of the association. The orders of the Department were read to them, and while they regretted that drovers were not satisfied with the trails that the association had left for their convenience, they reconsidered their action, and immediately notified all lessees bordering on the trail that drovers must be permitted to pass over the old trail without resistance, and openings made wherever trail had been fenced, for their accommodation, and assured me there would be no further cause for complaint by drovers on any established trail through the Cherokee Strip.

I will say that this trail was first used in 1876, and has been in continuous use ever since.

All of which is respectfully submitted.

S. S. BENEDICT,
United States Inspector.

Hon. H. M. TELLER,
Secretary, Washington, D. C.

WELDO, ANDERSON COUNTY, KANSAS,
June 18, 1884,

I have 800 head of sheep I would like to drive from Caldwell, Kans., through United States Indian Territory to Texas. Is there any one authorized to grant permits or passes that will insure any safety to parties driving through? If so, please give me their address. I understand parties driving through are having trouble with the Indians. I want to know before I start whether or not I have any rights, and whether Indians have a right to levy or exact tax or tolls for driving through, and if passes are required, who are the proper persons to grant the same. Address,

Yours, truly,

R. HERRINGTON,
Weldo, Kans.

HENRY M. TELLER,
Secretary Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
August 11, 1884.

SIR: In reply to your letter of inquiry of the 18th June last, addressed to the honorable Secretary of the Interior, having reference to the driving of 800 head of sheep from Caldwell, Kans., through the Indian Territory, to Texas, you are informed that this office is officially advised that the Chisholm or eastern trail from Caldwell is open.

It is not apprehended that there will be any difficulty with the Indians so long as the established trail is adhered to, and the herd kept away from Indian settlements.

E. L. STEVENS,
Acting Commissioner.

R. HERRINGTON, Esq.,
Weldo, Anderson County, Kansas.

No. 4.

Copies of miscellaneous documents and correspondence on file and of record in the Office of Indian Affairs and Indian division of the Department of the Interior, in reference to leases and applications for leases of Indian lands or reservations, other than those in the Indian Territory.

[Furnished in obedience to Senate resolution dated December 3, 1884, and embracing the following named Indian reservations, viz: Diminished Pottawatomie Reserve, Kansas; Silety Reserve, Oregon; Sioux Reserve, Dakota; Uintah Reserve, Utah; Southern Ute Reserve, Colorado; Lummi Reserve, Washington Territory; Old Winnebago Reserve, Dakota; Jicarilla Apache Reserve, New Mexico; Wind River Reserve, Wyoming; San Carlos Reserve, Arizona; Omaha Reserve, Nebraska; Klamath Reserve, Oregon, and Quinaielt Reserve, Washington Territory.]

DIMINISHED POTTAWATOMIE RESERVE, IN KANSAS.

HOLTON, KANS., *May* 25, 1884.

DEAR SIR: At a large mass meeting of the citizens of Jackson County, Kansas, held in Holton on the 17th instant, I was appointed on a committee to investigate the legality and scope of the lease of a large portion of the Diminished Pottawatomie Indian Reservation in our county.

At a similar convention held in the same place on the 24th instant the Indians were invited to attend; and over one hundred Indians, consisting of headmen and from the rank and file, were present and expressed their disapproval of the leases in the most emphatic and unanimous terms. At this meeting the inclosed petition was presented to the Indians and signed by their leaders and prominent men. The petition was read over and interpreted to them, and they requested that their names be signed thereto.

At the convention on the 17th the committee was requested to ask the Commissioner of Indian Affairs to come or send a representation to inquire into the state of the affair, and in the meeting on the 24th the Indians to a man demanded that the investigation be made. The lease held by Anderson & Co., it is said, is signed by the chiefs of the band; but it is claimed, and I suppose is a matter of proof, that they received large sums of money for it. You know how these things are accomplished.

Now, unless the Department does something, trouble is likely to follow. The rank and file of the Indians are likely to cut the fence and otherwise interfere with the possession of Anderson & Co. Blame will be attached to citizens; trouble will follow. The Indians become dissatisfied and bad results follow.

We desire you to present this petition to the Commissioner of Indian Affairs, and ask that proper investigation be at once made and advise us of the result of your interview.

I am aware that you have been written to upon the subject, and perhaps considerably annoyed, but you will perhaps not have a better opportunity to serve the people of this county, and in a manner that they will fully appreciate.

Hoping that you may be so situated as to enable you to give the matter personal attention, I am, yours, very truly,

A. D. WALKER.

Hon. E. N. MORRILL,
Washington, D. C.

[Inclosure.]

To the Commissioner of Indian Affairs, Washington, D. C.:

Whereas a company of white men are, under a claim of lease or contract, proceeding to inclose by fence a large portion of the Diminished Pottawatomie Indian Reservation, situated in Jackson County, State of Kansas, we, members of the Pottawatomie band of Indians, and residents on said diminished reservation, represent that we have never given our consent to the lease of any portion of said reservation, and we do hereby enter our most earnest protest against said lease or pretended lease, and against the fencing of any portion of said diminished reservation, believing that our interests and the interests of our entire band will be best served by the use and product of said reservation in the unfenced condition in which we and our fathers have enjoyed it.

And we ask that such parties so fencing, threatening and preparing to fence, and occupy said Indian reservation, may be, by the proper authority of the United States, caused to desist from further proceedings toward such fencing and occupancy, and

that they be further caused to remove all fences and other obstructions from said reservation that tend to prevent a full and free use and occupancy of said Indian reservation as they have heretofore enjoyed.

W. C. WAKAWUSKUK.	MANDOKI.
W. C. MATSEPTEL.	BAMNECKCUCK.
C. COPEN HALFDAY.	NANNAQUAVA.
L. C. KOCKQUACKEE.	PAMASKQUA,
KOCKALQUIVET.	JIM THOMPSON.
WAMAME.	TEEQUAKET.
WASCUKCASHCUCK.	SCHUPSHEWAREN.
SKISHKEE.	SCHUCKNAKE.
KEESUS.	NASHKAOBE.
WEEQUASH.	MACKTAW.
KAWBATCH.	CHARLES SHEPARD.
KUMMABA.	PUCKKEE.
SHOPTIS.	JIM LICKLOVE.
WAKAH.	WEECHEWA.
NANEMNUCKKUCK.	CHEAKABE.

[Indorsement.]

Respectfully referred to honorable Commissioner of Indian Affairs.

E. N. MORRILL.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 26, 1884.

LINN, *Agent*,
Saint Mary's, Kans.:

It is reported here that Prairie Band Pottawatomies have leased their reservation for grazing purposes, and that by June 1, there will be 12,000 head of cattle thereon, and 30,000 acres fenced. Have any Indians made any such lease, and, if so, have you forwarded same to this Department, or what action, if any, have you taken? Answer.

E. L. STEVENS,
Acting Commissioner.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 29, 1884.

LINN, *Agent*,
Saint Mary's, Kans.:

Answer immediately telegram of 26th, relative to Prairie Band Pottawatomies leasing reservation for grazing purposes.

E. L. STEVENS,
Acting Commissioner.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 29, 1884.

ROBB, *Special Agent*,
Saint Mary's, Kans.:

Make thorough investigation of alleged lease of reservation by Prairie Band of Pottawatomies. Suspend all operations under alleged leases until your report is received and acted upon.

E. L. STEVENS,
Acting Commissioner.

[Telegram.]

ATCHISON, KANS., *May* 30, 1884.

To COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

Prairie Band Pottawatomies leased 20,000 acres land not fenced. About 4,000 head cattle on land. Indians wrote letter stating reasons for lease. Will forward letter. Never conciled with Indians about lease.

H. C. LINN,
Indian Agent.

UNITED STATES INDIAN SERVICE,
POTTAWATOMIE AND GREAT NEMAHA AGENCY,
June 3, 1884.

SIR: Inclosed please find copy of agreement, or lease, between the Pottawatomie Indians and T. J. Anderson & Co.

Also please find letter from the head men of Pottawatomie tribe explaining their reasons for making the lease.

Very respectfully,

H. C. LINN,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure No. 1.]

This article of agreement made and entered into this 25th day of April, 1884, by and between the Prairie Band of Pottawatomie Indians now living and residing on the Diminished Pottawatomie Reservation in Jackson County, Kansas, party of the first part, and T. J. Anderson & Co., of Topeka, in the County of Shawnee and State of Kansas, party of the second part:

Witnesseth—that the party of the first part, has this day demised and leased, and by these presents doth demise and lease, unto the party of the second part all of the following-described premises, being a portion of the Diminished Pottawatomie Reservation, situated in Jackson County, Kansas, described as follows:

Commencing at a point on the eastern line of said Diminished Reservation, three miles north of the southeast corner of said reservation, thence due west about one mile to a wagon spoke stake on top of ridge west of creek at intersection of wagon trail, thence northwesterly about one-fourth of a mile along crest of ridge near wagon road to spoke or stake No. 3, thence northwesterly in nearly the same course about two and one-half miles (2½), to stake No. 3, at a large granite bowlder lying near crest of ridge, being about ⅛ mile west of a small willow tree, thence nearly north about one mile to stake No. 4, at a granite bowlder at intersection of wagon trail where a gate is to be provided, thence in the same direction one-fourth mile farther, to stake No. 5, thence northwesterly about one-third mile to stake No. 6, at top of mound near the crossing of Ridge road, being about three miles from the east line of said reservation, thence nearly northwest about two miles to intersection of Holton wagon road, where stakes for gate were set, thence on a line in the direction of Parry's Grove, on north line of said reservation, one-half mile, where stake was set; thence southwesterly to a large tree with forked top on Little Soldier Creek ⅛ mile to stake at head of draw, thence continuing the same course ¾ mile to stake at top of ridge; thence nearly west one and one-fourth miles to stake, said stake being on top of ridge, a ridge about 3 miles south of Perry's Grove; thence nearly west passing spring on the left to top of ridge where stake was set; thence one and one-fourth miles further in the same direction to crest of ridge about 2½ miles from west line of said reservation; thence northwest about one mile to intersection of wagon road, where stake for gate was set; thence in the same direction one mile further to road crossing where stake for gate was set; thence continuing about the same course to north line of reservation one and one-fourth miles to top of bluff of Mes-qua-walk creek where stake was set near cedar tree, being near the farm lines between Page and Little; thence on the north line of the original and diminished reservation to the N. E. corner of said diminished reservation; thence due south on east line of said diminished reservation, to place of beginning, excepting the east half of sec. 28 T. 7., R. 15, E. occupied by Charles Sheppard.

This lease is to exist and continue for a period of ten (10) years, beginning on the first day of January, 1884, and ending on the thirty-first day of December, 1893; during the continuance of this lease, the party of the second part shall have peaceable and quiet possession of said premises and may use the same for pasturage, grazing,

stock raising, and stock breeding, but for no other purpose, and may erect thereon such fences, yards, and other improvements as will promote the objects aforesaid.

The party of the second part agrees to inclose the entire tract of land above described with a substantial fence of at least three (3) double-barbed wires, to keep the same in good repairs until the end of this lease, and will complete the southern, or curved, and eastern lines of said fence on or before the tenth day of June, 1884, and the northern line on or before the twentieth day of June, 1884; they will allow the party of the first part uninterrupted passage through the leased territory in all directions and to that end, they agree and make the necessary number of gates in their inclosure.

No portion of the leased land can be broken or cultivated. No rock, stone, coal or timber found thereon can be disposed of or used by the party of the second part, except rock or stone for building purposes on said premises, and down wood for fuel on said premises, and the said party of the second part shall not introduce more white or other persons on said premises than are necessary for the prosecution of the business objects before mentioned, and such persons shall be selected from the friends and not from the enemies of the party of the firs part.

No building or fence of any kind or description shall be removed from said premises during the continuance of this lease, and at its expiration the party of the second part shall deliver up to the party of the first part, without evasion, reservation, or equivocation, the peaceable and quiet possession of said premises, with all of the houses, sheds, fencing, and other appurtenances and improvements thereon.

In consideration for the use of said premises the party of the second part hereby promises and agrees to pay unto the party of the first part the sum of three thousand ($3,000) dollars per annum until the termination of this lease, in semi-annual instalments of fifteen hundred ($1,500) dollars each, to be deposited in the First National Bank of Topeka, in the State of Kansas, on the first day of May and on the first day of October of each and every year, subject to the order or check of the acting head chief of said Prairie Band, which instalments shall then be paid per capita to the party of the first part at their semi-annual annuity payments made to them next subsequent to the payment of instalments by the party of the second part, by the agent of said band, or by some person selected by the council of said band; and any failure on the part of the party of the second part to make the payments of fifteen hundred ($1,500) dollars on the dates above named will render this lease void, the time of making said payments being of the essence of this contract—the first payment to be made May 1, 1884.

This lease cannot be transferred, neither can any interest in it be assigned without the consent of the party of the first part, and any attempt to make any transfer or assignment otherwise shall immediately render this lease null and void.

It is expressly agreed and understood that the said party of the second part shall not allow any cattle or other stock, whether owned by them or others, to go through or from the premises hereby leased upon the remainder of the diminished reservation, and that if this provision of the lease is willfully or intentionally violated or broken by the said party of the second part, then this lease shall immediately become null and void. It is expressly agreed and understood that the members of the Prairie Band residing upon said reservation are to have the right to remove and take from said leased premises any and all rock, stone, coal, and whatever hay Charles Sheppard may require for his own use, and to cut and carry away any timber they may wish to use for building or other improvements upon the lands occupied by them, and their right of entry for said purposes is hereby reserved.

It is expressly understood by the party of the first part that they are to receive the consideration for this lease of three thousand ($3,000) dollars per annum per capita at their semi-annual annuity payments, as above stipulated, and it is only with this understanding that they sign this contract. It is expressly agreed and understood that an intentional violation of any of the provisions of this contract by the party of the second part, will immediately render this lease null and void.

For the Prairie Band of Pottawatomie Indians:

SHONGH-(his x mark) NES-SEE, *chief.*
MAS-(his x mark) QUAH, *speaker.*
PIS-SHE (his x mark) DIVIN, *speaker.*
NAS-SI (his x mark) KAH, *chief.*
KACK-(his x mark) KACK, *brave.*
WEIS (his x mark) KAH, *young man.*
NE WAHK-(his x mark) TOTE, *young man.*

T. J. Anderson & Co.:

T. J. ANDERSON,
J. D. BURR.
J. B. JOHNSON,
EUGENE HAGAN.

We, the undersigned, hereby certify that we were present when the foregoing contract was signed; that the Indians whose names are signed thereto had authority to sign for the tribe; that they fully understood the contract, and that the marks attacked to their names are genuine and were made in our presence, and that they are the same parties named.

Witnesses:

ELI G. NADEAU,
GEORGE W. JAMES,
JAMES V. BLANDIN.

[Inclosure No. 2.]

UNITED STATES INDIAN SERVICE,
Pottawatomie Agency, June 3, 1884.

SIR: We, the undersigned chiefs and headmen of the Prairie band of Pottawatomie Indians, desire to state in behalf of our people their reasons for leasing about 20,000 acres of their reserve to T. J. Anderson & Co., of Topeka, Kans., as follows, viz:

1. There are about 300 of our people absent from the reserve in Wisconsin and Iowa, where they have resided since the late war. Their absence may be prolonged for years, which leaves the tract of land leased, located in the northern portion of the reserve, unoccupied.

2. In the last few years grazing land has become so valuable that the stockmen of Jackson County have abandoned their individual pastures and tracts of unoccupied land with a view of saving them, and with the expectation of grazing on our lands without compensation therefor. While the farmers living on the northern and eastern lines of the reserve grazed a reasonable number of cattle we made no complaint, but during the last two years they have mortgaged their farms to buy cattle; subdivisions of land have been sold out in 20 and 40 acre lots to cattle speculators, not only to Kansans, but to Missourians; and in addition to this, large numbers of cattle were daily driven to and from the reserve by farmers living from one-half to 3 miles from the reserve.

3. One year ago, when a man was authorized by our agent to visit farmers and collect for grazing, a few, after great protest, gave their notes, but a majority of those living on the lines of the reserve, and all of them located at a distance from it, pronounced the request as an outrage, and not worthy of attention, unless the land was fenced, which they professed to hope might be done. In a short time after the demand was made meetings were called at Holton, which were continued for some time. At these meetings the vilest abuse was heaped upon us and all who attempted to protect our interests. Several farmers having been arrested and taken to Topeka, the charges against them were dismissed. After this they defied the agent, his employés, and the law, and boasted that they did not fear prosecution, protected as they were by the ablest attorneys in the State of Kansas.

4. It was plain that the evil was growing rapidly worse; that they intended to overrun us; and that if protected at all it must be by constant recourse to law, which it seems very difficult to have executed when Indians are the injured party. When our stock gets among the whites, they immediately post it, or run it out of the country. Whenever opportunity offers they steal our rock and our timber, and, indeed, were beginning to act, and did act, as if they intended to take possession of the tract now leased.

5. It is provided in the lease that 10 miles of the north line of the reserve and 8 miles of the east line shall be fenced, and that the whole of the inner or curved line shall be fenced; this will keep all our stock inside and the white people's out, and afford us more protection than twenty men could. There is but one of our people living in the limits of the leased tract, and he is entirely satisfied with the provision of land made for him.

6. Speculators in Holton have for years conspired to sell our reserve. While we have enriched many of its merchants by our trade, and treated all its citizens with uniform courtesy they are continually striving, by gross misrepresentation, political barter, and every other means at their command, to deprive us of our dearest consolation—our homes.

For the past year a prominent attorney, a banker, and a merchant, of Holton, have made persistent efforts to lease the tract referred to. Though they offered a reasonable consideration, we feared the men and the town, and leased to Anderson & Co., who gave a greater consideration, and in whom we have some cause to feel confidence.

The lease was decided upon after a number of councils, in which the whole subject was discussed and the provisions of the lease fully explained.

Wah-quoh-bosh-kuck, claiming to be a brave, hitherto almost unknown in the councils of the tribe, and M-ce-pin, for many years a resident of Iowa, objected to the lease on the ground that it was a departure from "Indian ways," but no other oppo-

sition was developed; and when the lease was decid d upon and executed Wah-quoh-bosh-kuck stated that he had no more to say on the subject.

Immediately after the lease was made, the Holton banker who wanted it visited the reserve and informed Wah-quoh-bosh-kuck that it was illegal; in a short time a meeting was called in Holton, at which a committee of five was appointed to visit the Indians and create discontent among them, and another committee was appointed to inquire as to the legality of the lease.

Another meeting was called for the succeeding Saturday, at which the committees were to report, and to be attended by as many of our people as could be induced to do so. A few irresponsible young men attended the meeting, and many of our people were in Holton trading, who had no connection whatever with it. We have been reliably informed by one of our educated people that a gentleman whom we know to be an applicant for the position of our agent wrote down the names of all the men, women, and children present, and very likely the names of all those in town. We are further informed that M-co-pin objected to signing until he saw his chiefs and the agent, but we suppose all the names have been forwarded as protesting against the lease.

As to the means used to effect the purpose of the white people, we only wish to say that one of our young men who speaks English was offered $100 to participate in the fight against the lease, and that a feast was given to the Indians in Holton the day of the meeting.

The opposition to the lease is trifling, and originates from causes entirely foreign to it. No one has influenced us or our people in making it, and nothing would gratify us more than an investigation that will fully develop all the facts in the case.

In addition, we have to say that the men who are holding the meetings, and demoralizing our young men, while professing to be their good friends, are now engaged in fencing a line of fractions lying on the north line of our reserve, which, it is well known by every citizen of Jackson County, belong to our reserve. The fractions amount to about 560 acres, and are embraced in the boundaries of the original Pottawatomie Reservation.

The very white people engaged in this fraud doubtless have informed some of our people that we have sold the fractions, as they so charge us.

As we have stated many times to our agents, to Indian inspectors, and in Washington, we wish quietly to remain on our reserve and enjoy the homes which we have made by our industry; and we wish our children to enjoy them when we are dead. It is our unalterable decision to hold our land, and nothing but death shall deprive us of it.

We intend to fully regard the requirements of the Government, treat all men justly, and advance ourselves as rapidly as possible.

Very respectfully, your obedient servants,

SHOUGH-NES-SEE (his + mark), *Chief*,
MAS-QUOS (his + mark), *Speaker*,
NAS-SE-KAH (his + mark), *Chief*,
PIS-SHE-DIVIN (his + mark), *Speaker*,
AT-CU-WAH DUK (his + mark), *Speaker*,
Full Council of Prairie Band of Potawattomie Indians.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

I hereby certify on honor that the foregoing letter was dictated by the council of the Prairie band; that I have fully interpreted it; that they understand it; that the marks of the chiefs and others are genuine and were made in my presence.

JOHN A. NADEAU,
Interpreter.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 4, 1884.

ROBB, *Special Agent*,
White Cloud, Kans.:

Have you investigated Pottawatamie lease question, as directed in telegram of May 29? Have you received instructions of May 27 relative to certain deeds?

E. L. STEVENS,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 11, 1884.

LINN, *Agent*,
Saint Mary's, Kans.:

Suspend all proceedings under alleged lease of Pottawatomie Reserve to Anderson & Co. until investigation is had by special agent.

E. L. STEVENS,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 11, 1884.

SIR: As soon as matters at the Quapaw Agency are in such shape that you can leave the agency in charge of the clerk for a few days, you will proceed to the Pottawatomie Agency and investigate the question of an alleged lease for grazing purposes of the Pottawatomie Reservation to Anderson & Co., of Topeka. This is a matter that is creating much excitement and may lead to serious trouble if not attended to at once.

Agent Linn has been telegraphed to suspend all operations under alleged lease until investigation is had.

You will report the facts with your recommendations to this office.

On the 27th ultimo, a letter was addressed to you in care of Agent Linn, directing you to make investigation and report in relation to a deed of conveyance of certain lands in Kansas. If that letter has not been forwarded to you by Agent Linn, you will obtain it from him when at his agency, and make the investigation therein directed as soon as possible.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

W. H. ROBB, Esq.,
United States Special Indian Agent, Seneca, Mo.

UNITED STATES INDIAN SERVICE,
Quapaw, Ind. T. Agency, June 14, 1884.

SIR: I have the honor to acknowledge the receipt of office letter of the 11th instant, directing me to proceed to the Pottawatomie Agency and make investigation of certain alleged leases. In view of these instructions I shall place the clerk in charge of thjs agency, and leave for Topeka, Kans., on the 16th instant, where any further communications may be addressed.

Very respectfully, &c.,

W. H. ROBB,
Special United States Indian Agent.

Hon. E. L. STEVENS,
Acting Commissioner Indian Affairs,
Washington, D. C.

NORTH TOPEKA, KANS., *June* 24, 1884.

To Hon. H. PRICE,
Commissioner of Indian Affairs,
Washington, D. C.:

I will recomend no interference with the Anderson lease. Will report by mail.

ROBB.

[Confidential.]

TOPEKA, KANS., *June* 19, 1884.

MY DEAR SENATOR: Our lease of the Pottawatomie Reservation, about 18,000 acres, was a square, open contract, matured in council and drawn by the Indians, submitted by them to ex-Judge Morton, and in every way made satisfactory to them. We are doing a handsome thing by the Indians, and will keep faith and stand by them as against

an unscrupulous set of shysters in Holton, who have robbed the Indians systematically for years. They are now debauching the Indians, finding them whisky, and making feasts for them, to induce them to protest against the lease. Mr. Corning, now here, can give you the true state of affairs. The Indians compelled us to fence, because they wanted to guard against the parties who have been robbing them. Our fence is almost completed—cedar posts and four wires; it costs us $5,600, and the semi-annual rental has been in bank to credit acting principal chief, Shough-ne-sa, since May 1. Mr. Ryan understands the case fully.

Very respectfully,

T. J. ANDERSON.

Hon. H. M. TELLER.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, June 28, 1884.

On yesterday I received a letter from W. W. Walker, of Holton, Kans., referring to my investigation of the lease of Pottawatomies reserve, and in view of its contents I deem it proper to submit a copy for your consideration, which is herewith inclosed. And in connection I desire to say that I went out to the reservation on Thursday evening, and on Friday morning I sent word to the objectors that I would be at Topeka on the following Monday, where they could appear and present their objections; and at noon on Friday I saw the gentleman who acted as secretary in their meetings, and notified him of the same, and also by his hand sent directly to this Mr. Walker a letter, requesting them to be present and present their case. On Sunday previous I received notice of authority to make some open-market purchases at this place, and was badly needed here. Notwithstanding I waited thirty-six hours, and up till Tuesday morning for their appearance, and they failed to come, then I notified them they could present their objections and arguments in writing, and I got this reply. I deem the reference to Agent Linn a serious charge, and have notified him and asked explanation, and I have called upon Mr. Walker for the proof.

I have the honor to remain, your obedient servant,

W. H. ROBB.

I inclose also a copy of my letter to Walker.

Hon. H PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure No. 1.]

HOLTON, KANS., *June* 24, 1884.

DEAR SIR: Your first communication was received late Saturday evening, June 21. Judge Hoaglin left here for Topeka this a. m. to confer with you in regard to lease of the Pottawatomie Indian Reservation. Your telegram of last night and letter, both from Topeka, dated 23d instant, came to-day. We have been deprived of an opportunity to present this matter as we view it. We had direct word from Washington that you would come to this place.

In view of the manner of the investigation it is thought to be not worth while in preparing and sending you affidavits.

We understand that the statement was made to you that on the day of the mass meeting of farmers (citizens) and Indians at this place, the Indians were (a large number of them) drunk, and that the liquor was provided by the citizens.

It is a matter of unquestionable proof that the whole story is false, and that there were no drunken Indians in town on that day. But on a day subsequent, when the citizens had a meeting, quite a number of Indians were in town and quite a number of them were drunk. It is also a matter of proof that the main body of Indians were kept from protesting to you against the lease by the claim of Dr Linn and others on the reservation, who are interested in the lease; that if the lease was defeated the Indians would have to pay for the posts, wire, and labor, &c., and that the pay would come out of the annual payment. It is hoped that you will not report as *having made an investigation.*

Yours, very truly,

W. W. WALKER.

W. H. ROBB,
Special Indian Agent, Seneca, Mo.

[Inclosure No. 2.]

QUAPAW AGENCY, IND. T., *June* 28, 1884.

SIR: I am in receipt of your letter of June 24 referring to the lease question. It is hardly worthy of reply except for one statement, which I must take as a direct and serious charge against Agent Linn, and I write now asking for the proof of the

charge, for, if sustained, Dr. Linn should not remain in his position. I refer to your charge that "the Indians were kept from protesting to you against the lease by the claim of Dr. Linn and others on the reservation, who are interested in the lease; that if the lease was defeated the Indians would have to pay for the posts, wire, labor, &c., and that the pay would come out of the annual payment." You will agree with me that this is a serious charge, and I have written Dr. Linn, giving a copy and asking an explanation. If anything of this kind occurred I must know it; if it did not and you are in error you will need to explain to Dr. Linn. If any man was on the reservation not properly there during my interview with the Indians I was not aware of it. I would not have permitted either the lessees or objectors to be present, either in person or by attorney, but *I invited* you to appear at Topeka, and remained over thirty-six hours waiting for you when my presence here was badly needed, and you could have presented your proofs or argument by mail just as well.

Respectfully,

W. H. ROBB,
Special Indian Agent.

W. W. WALKER, Esq.

QUAPAW AGENCY, *June* 28, 1884.

SIR: Pursuant to instructions contained in your telegram of May 29, 1884, directing me to make investigation of alleged lease on reservation by Prairie Band of Pottawatomies.

I did, on the 20th day of June, 1884, call a council of said Indians at the council house at the mission on said reserve, at which time and place I made plain to them the object of my presence, &c., and requested of them a full and free expression of their wishes regarding the said lease, and inquired into the manner of obtaining it, their desire relative to the removal of the fences, &c. The meeting was reasonably attended, I think about fifty being on the ground; among them were the following: Shough-nes-see, first chief; Mas-quas, second chief; Pis-she-divin, speaker; Kack-Kack, young man; Cow-Batch, young man; Ship-she, young man; Na-co-pen, young man; Noe-se-kah, young man; Che-quah-me, young man; Weig-was, young man; Ne do, interpreter, all of whom spoke. The others declined to do more than give an assent. I report herewith the substance of the Indians' speeches. (See Ex., 1 to 9 inclusive.)

I found the chiefs and business men quite intelligent, and of good, strong sense.

I then informed them that I would remain at the Mission House until noon of the 21st, and would be pleased to have a talk with any of them privately, if they would prefer to see me that way.

Next morning early three men came; one was a Kickapoo who had been brought in from New Mexico. All three wanted all fences removed, including those built by the Indians. They wanted the reserve as it was before any improvements were made. No others came.

I procured a copy of the lease and made personal inspection of the location and surroundings.

I file herewith a plat of the reserve, showing location of the lease, marked Ex. 10. I find the lands adjoining the reserve on the east and north thickly settled, the farms being divided up into small tracts, from 15 to 80 acres, and I have marked in pencil on the plat a section of houses to indicate to your mind how it is almost the whole distance on the east and north of the reserve. These farmers were interested in keeping cattle and allowing them to graze on the reserve free of tax. They simply wanted a small tract of land upon which to feed in winter and corral in summer, and when turned from the corral would at once enter upon the reserve to graze, the theory being that there was no law to prevent this. Last year these men, with others around Holton, formed themselves into an organization to resist the collection of the cattle tax. Naturally they were very much disturbed when they found a lease made which was liable to defeat their object, and considerable talk was had, but when they learned that they would be permitted to graze their cattle by paying reasonably for the privilege much of the excitement was allayed. I find the lease was fairly obtained, and compensation to the Indians is reasonable at present. I think there is about 1,800 acres included in the lease. The lessees are carrying out their obligations in good faith apparently, and I coincide with the business men of the tribe in the opinion that the lease is in the interest of the Indians, and at present should not be disturbed. The Indians say these white settlers along the line threatened to kill them if they undertook to drive their cattle off their range, and the fence will settle this difficulty. I think the grazing reserved outside of the lease is the best, and contains all the water. The lessees will be compelled to dig for water, and the herds that

HOLTON

JAMES CROSSWL

Anderson & Co. Lease

SOLDIER CREEK

POTTAWATTAMIE RESERVE

LITTLE SOLDIER CREEK

Julius Bien & Co. Lith.

Fence

Road

S. EX. 17, 2, 48.

want to graze and pay for it have plenty of room outside. I inclose herewith a copy of the lease. I also inclose two clippings from Holton papers referring to the subject.

I inclose also a letter from Charles A. Sheppard, one of the Indians.

Respectfully submitted.

W. H. ROBB,
Special Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Holton Signal, May 21, 1884.]

THE POTTAWATOMIE RESERVE LEASE.

There was a meeting of the citizens of Jackson County at the court-house last Saturday, and the alleged lease of a portion of the Pottawatomie Reserve was thoroughly discussed. While there was considerable feeling over the injustice done our citizens in the matter, the question was fairly considered, and all talk of using violent measures to defeat the purposes of the parties pretending to hold the lease was condemned. There is, however, a determination to do something if it can be legally done. The men who came here ten or twenty years ago, and who have, by improving their farms, made the reserve more valuable to the Indians, believe it an injustice that men who have no property interests in our county should step in at this late day and deprive them of grazing privileges, for which they are willing to pay the Indians a reasonable price. By reading the proceedings of the meeting it will be seen that two very important questions in connection with this matter are to be settled—

1. Is the lease legal?
2. Do the Indians favor the lease?

If negative answers are given to these questions, then there is hope of justice being done.

[Holton Recorder, June 12, 1884.]

Pursuant to call, a mass meeting of the citizens of Jackson County was held at the court-house in Holton June 7, at 2 o'clock p. m., to take action upon the so-called leasing of the Pottawatomie Reserve. The meeting was called to order by the chairman, Jacob Thornburg, with R. G. Robinson acting as secretary.

A. D. Walker made a report of the committee appointed at a previous meeting to investigate the legality of the alleged lease. He stated that the committee had made a full investigation of the lease in question, and that in their opinion it was illegal and void.

Several communications from our Congressman, Hon. E. N. Morrill, were then read by the secretary, the purport of which was that there was no record whatever of the alleged lease in the Departments at Washington, and that a special agent had been sent on to thoroughly sift and investigate the matter, and that until he (the special agent) made his report all operations under the alleged lease should be suspended.

W. S. Hoaglin, being called upon, in a few well-timed remarks explained the action of the aforesaid committee, and the results at which they had arrived.

Upon motion, the report of the committee was approved and the committee discharged.

George Bates, a member of the committee, appointed to consult with the Indians and ascertain their views on the lease question, reported that the Indians were nearly all dissatisfied, and wished the lease to be vacated and set aside.

Upon motion, report approved and committee discharged.

After a mutual interchange of opinions it was moved and carried that the Chair appoint a committee of four, consisting of himself, M. M. Beck, W. S. Hoaglin, and A. D. Walker, to consult with the authorities at Washington for the purpose of ascertaining where the special agent appointed to investigate can be reached, and the reason why work under the so-called lease had not been suspended as ordered.

M. M. Beck, being called upon, read a couple of communications received by him from Senator Ingalls and Congressman Morrill, to the effect that there was no record or knowledge of the alleged lease in the office of Indian Affairs at Washington, and that the Commissioner would order a thorough investigation of the matter.

After interpreting the contents of the letters and telegrams aforesaid to the Indians present, who expressed their approval of the same, J. D. Poling was elected treasurer; and, upon motion, a collection was taken up to defray necessary expenses.

On motion, it was ordered that a copy of the minutes for publication be furnished the Holton Recorder and Holton Signal by the secretary.

Upon motion, meeting then adjourned to meet at the call of the chairman.

J. THORNBURG,
Chairman.
R. G. ROBINSON,
Secretary.

STATEMENT OF MAS-QUAS.

In the first place, some Holton men wanted a lease, but they did not offer enough; and then once they tried to buy some of our land, and we were afraid of them; then the Topeka men wanted to lease, and we talked it over among ourselves, and we thought it would be good. There was lots of land not in use, and some of our people met here and we called a council and we talked it over among ourselves, and concluded to make the lease. I thought it was a good thing, and think so now.

STATEMENT OF PIES-SHE-DWIN (SPEAKER).

We had several meetings and talked it over. We all thought it a good thing. I was a little afraid of the Holton men. I think the lease is good. One object was to cut off the farmers on the east line who would not pay. I begrudge them our grass and hay without pay. I think it is best for the lease to stay.

STATEMENT OF NA-CO-PEN.

I am not a chief, only a young man. I speak for one of our braves; he is now away with a show; he is not here; we object to this lease; the Government pays us annuities; we are happy, and we want to live like we used to; we don't want fence; I was at Holton when council held; did not sign paper; did not see any Indians sign paper.

STATEMENT OF KACK-KACK.

I am glad to have lease investigated; I understand better now; I hope it will be managed satisfactorily.

STATEMENT OF SHIP-SHE.

I am a young man, not a chief; these are our business men; they do our business and we trust them—our chiefs—and if we object they will sign the objection; I am satisfied.

STATEMENT OF COW BOTCH.

You are sent to find out; now if the lease is good for the Indians I want it, and if it is not, I do not; I want best for the Indian.

STATEMENT OF SHOUGH-NES-SEE.

I thought the lease was good; I think so yet; I have not changed my mind.

STATEMENT OF NAE-SE-KAH.

I gave my consent, and I think the lease good.

HOLTON, KANS., *June* 21, 1884.

SIR: Owing to sickness, I could not see you this morning as I promised. The farmers living near Holton offered me money to fight the lease made to Anderson & Co. by the Prairie band, of which I am a member.

I live in the northeast corner of the reserve, and am acquainted with all the people who held meetings last summer to protest against paying for grazing their cattle on the reserve. They are the identical persons who are now holding meetings in Holton to protest against the lease.

I was in Holton June 7, when a meeting was held there. At least a dozen Indians were drunk, and I helped to load a number of them in wagons.

I understand my name was signed to a protest against the lease, which was forwarded to Washington. I never signed any paper of the kind, and never authorized any one to sign it for me. I was at home sick at the time. When the meetings were held last spring the farmers said they would not pay for grazing, and that they had a right to it.

CHAS. A. SHEPARD.

Witness:
EDMOND MAYNS.

Major ROBB,
United States Special Indian Agent.

THE HOLTON RECORDER,
Holton, Kans., July 1, 1884.

DEAR SIR: By request of the committee I write to give you a statement of the fact about the recent investigation (?) of the alleged lease of the Indian reserve. When we received your first communication, informing us that Mr. Robb, of Saint Mary's, had been instructed to make the investigation, the committee addressed Mr. Robb at Saint Mary's, but received no response. Finally the committee was informed by the postmaster at Saint Mary's that no such a man had been there. I make this statement to show you that the committee were desirous of and made efforts to see Robb. When your second communication was received, stating that Robb had been ordered to come to Holton to make the investigation, we simply waited until he should make his appearance.

We have ascertained that Mr. Robb arrived in Topeka on Monday, 16th, and proceeded from there in company with members of the lease company, and proceeded with the investigation (?), riding over the reserve, and coming within 3 miles of Holton. Saturday, June 23, after the investigation was made, he sent a note to the committee, requesting them to meet him at Topeka the fore part of the next week.

This was received Saturday evening, the 21st, and was the first intimation any of the committee or any one else interested in this country had, that Robb was in the State. Arrangements were made at once to send a subcommittee to Topeka, but on account of other business matters, the subcommittee could not go until Tuesday. Monday evening a telegram was received from Robb, announcing that he had to leave Topeka for Seneca, Mo., Monday evening. Judge Hoaglin went to Topeka on Tuesday, but could only learn that Robb had been there and left Monday, and incidentally learned further that he had made a favorable report to the company who held the lease. Tuesday, the committee received a letter from Robb, asking them to transmit what evidence they had, verified by affidavits, to Seneca, Mo. This, of course, the committee declined to do. These are the *frozen facts*, every word of which can be substantiated by sworn testimony, in reference to the investigation (?).

There are rumors well authenticated that the one-sided investigation made on the reserve was a roaring farce. One of these rumors is that the dissatisfied Indians were informed that if the lease was revoked the expense of the posts and wire that had been purchased, and all the work done, would be deducted from their annuity. Another is that the agent was informed by parties to the lease on the reserve, that when the Indians met the committee here in Holton, that they (the Indians) were made drunk, and in that condition signed the remonstrance to the lease, and other stories equally unfounded.

The citizens here are terribly, and I might say justly, indignant at the manner in which they have been treated by Robb, and denounce the so-called investigation as a farce and fraud.

Respectfully,

M. M. BECK.

Hon. E. N. MORRILL,
Washington, D. C.

[Indorsement.]

Respectfully referred to the Commissioner of Indian Affairs.

E. N. MORRILL.

Since writing above, I have read Mr. Robb's report. I am satisfied it contains gross misstatements, one of which is, that only 1,800 acres is leased. I am informed that it embraces over 30,000 acres. I ask that Hon. S. Benedict, Indian inspector, be sent to make a special examination.

E. N. MORRILL.

JULY 8, 1884.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 24, 1884.

SIR: In compliance with the request of Hon. E. N. Morrill, I have the honor to transmit herewith the papers in the matter of the lease made by the Prairie band of Pottawatomie Indians of a portion of their reservation in Jackson County, Kansas, to T. J. Anderson and others, of Topeka, Kans., and in connection therewith I beg to make the following report:

On the 29th May last Mr. Morrill referred to this office a letter dated May 25, from A. D. Walker, esq., Holton, Kans., transmitting a protest purporting to be signed by some thirty Indians, members of the Prairie band of Pottawatomies, against a lease which it was alleged had been entered into by certain chiefs of said band, of a por-

tion of the Pottawatomie diminished reserve in Jackson County, Kansas, to T. J. Anderson and others, of Topeka, Kans., and requesting that an investigation be had by this office into all the circumstances attendant upon said lease and the procurement thereof.

On the 30th May last, Agent Linn, in charge of the Pottawatomie Agency, having been telegraphed by this office, sent the following dispatch:

"Prairie band Pottawatomies leased twenty thousand acres land not fenced. About four thousand head of cattle on land. Indians wrote letter stating reasons for lease; will forward letter. Never counseled with Indians about lease."

June 3, Agent Linn forwarded copy of agreement or lease between said Indians and T. J. Anderson & Co., with explanatory letter from the headmen of the band.

The lease in question, which bears date April 25, 1884, and purports to be made between the Prairie band of Pottawatomie Indians now living on the diminished Pottawatomie Reservation in Jackson County, Kansas, of the first part, and T. J. Anderson & Co., of Topeka, Kans., of the second part, leases to the party of the second part a portion of the said reservation as therein described, for a period of ten years from the 1st January, 1884, for the purposes of pasturage, grazing, stock-raising, and stock-breeding, with liberty to erect such fences, yards, and other improvements as will promote said objects, at a rental of $3,000 per annum, payable semi-annually, on 1st May and 1st October of each year, to be deposited in the First National Bank of Topeka, Kans., subject to the order or check of the acting head chief, and to be paid per capita to the Prairie band, at their semi-annual annuity payments next subsequent to the payment of such rental installments, by the agent for said band, or some person selected by the council, with a condition for forfeiture of the lease in case of non-payment of said rent, the first payment to be made May 1, 1884, and under and subject to the following covenants and stipulations, viz:

The lessee to inclose the entire tract of land leased with a substantial fence of at least three-double barbed wire; keep same in good repair, and to complete the southern or curved and eastern lines of said fence on or before June 10, 1884, and the northern line on or before June 20, 1884; to allow the lessors uninterrupted passage through the leased territory in all directions, and to that end to make the necessary number of gates in their inclosure.

No portion of the leased land to be broken or cultivated; no rock, stone, coal, or timber found thereon to be disposed of or used by the lessee, except rock or stone for building purposes on said premises, and down wood thereon for fuel; and that no more white or other persons shall be introduced on said premises than are necessary for the prosecution of the business objects before mentioned; such persons to be selected from the friends, and not from the enemies, of the lessors

No building or fences of any kind to be removed from said premises during the continuance of the lease, and at the expiration thereof peaceable possession of the premises, with all improvements thereon, to be surrendered to the lessors.

Stipulation against transfer or assignment of said lease or any interest therein, without consent of the lessors, and any attempt to make any transfer or assignment otherwise, to work a forfeiture of the lease.

Lessees not to allow any cattle or other stock, whether owned by them or others, to go through or from the premises leased, upon the remainder of the diminished reserve, and for forfeiture of the lease upon willful or intentional violation of this provision.

Stipulation that the members of the Prairie band residing upon the reservation shall have the right to take from said leased premises any and all rock, stone, coal, and whatever hay Charles Sheppard may require for his own use, and to cut and carry away any timber they may wish to use for building or other improvements upon the lands occupied by them, and their right of entry for said purposes, is thereby reserved.

Any intentional violation of any of the provisions of the lease to work a forfeiture thereof.

Said lease purports to be signed by seven of the chiefs, speakers, braves, and young men for the Prairie band of Pottawatomie Indians; also by T. J. Anderson & Co., composed of T. J. Anderson, J. D. Burr, J. B. Johnson, and Eugene Hogan. Signatures of the Indians verified and certificate attached.

The letter of the Indians accompanying said copy lease is dated June 3, 1884, and purports to be signed by certain chiefs, &c., of the band, the majority of whom appear to have executed the lease to Anderson & Co. The reasons for their action, briefly stated, are stated to be as follows:

1. The absence of about 300 of their people in Iowa and Wisconsin, and the large quantity of land they consequently have unoccupied.
2. Continual encroachments by stockmen of Kansas and Missouri on their reserve.
3. The refusal of such stockmen to pay a grazing tax when demanded, and the failure of the courts to afford any relief therefor, or against trespasses committed.
4. Repeated loss of Indian stock, timber, and material from the reservation.

5. The protection afforded by the lease in fencing, thus protecting the Indian stock.

6. Attempts of speculators in Holton, Kans., to sell their reserve and deprive the Indians of their homes. Persistent efforts of others to lease the tract, and their preference for and confidence in the present lessees, who pay a greater consideration than that offered by others.

The letter then proceeds to state that the lease was decided on after a number of councils, at which the whole subject was discussed and the provisions of the lease fully explained, there being but a trifling opposition manifested; that after the lease was made the disappointed applicants called a meeting and appointed a committee to visit the Indians and create discontent amongst them; that at a subsequent meeting a few irresponsible young men of the tribe attended, and many of their people were in Holton on the day of meeting, trading, who had no connection with the meeting; that they are reliably informed that the names of those Indians present, and possibly the names of all those in town, were written down by a person whom they knew to be an applicant for the position of agent; that attempts at bribery were made—one Indian speaking English being offered $100—to participate in the fight against the lease, and that a feast was given to the Indians in Holton the day of the meeting; that the opposition to the lease proceeds from causes entirely foreign to it, and that no one has influenced them or their people in making it, and concludes by asking for an investigation to develop the true facts in the case.

On the 11th June last, Special Agent W. H. Robb was directed by this office to proceed to the Pottawatomie Agency, Kansas, and make a full investigation of all the facts and circumstances connected with the lease.

On the 28th June last, Special Agent Robb made his report to this office (original herewith), stating that on the 20th June he convened a council of the Prairie band of Pottawatomies at the mission house on their reserve, which was fairly attended by the Indians, about fifty being present, including the first and second chiefs, speaker, and other leading men of the tribe therein named, all of whom spoke. The others present declined to do more than give an assent. The substance of the Indians' speeches will be found appended to the report.

Agent Robb states that he found the chiefs and business men quite intelligent and of good strong sense. He afforded an opportunity for any desiring to talk to him privately on the subject. Only three Indians presented themselves, one being a Kickapoo. All these wanted the fences removed and the reservation restored to its original condition, without assigning any reasons. No others appeared.

Agent Robb states that he procured a copy of the lease and personally inspected the location and surroundings (see plat attached to report). He finds the land adjoining the reserve on the east and north thickly settled, the farms being divided up into small tracts—from 15 to 80 acres. (See section of houses pencilled on plat, indicating the condition of things almost the whole distance on the east and north of the reserve.) These farmers were interested in keeping cattle and allowing them to graze on the reserve free of tax. It appears that last year these men, with others around Holton, formed an organization to resist the collection of the cattle tax, and were naturally much disturbed when they found a lease made which was liable to defeat their object, and considerable talk was had, but when they learned they would be permitted to graze their cattle by paying reasonably for the privilege, much of the excitement was allayed.

Agent Robb finds that the lease was fairly obtained, and that the compensation to the Indians is reasonable at present; that the lessees are apparently carrying out their obligations in good faith, and he coincides with the business men of the tribe that the lease is in the interest of the Indians, and should not at present be disturbed. He further states that the Indians say that the white settlers along the line threatened to kill them if they undertook to drive their cattle off the range, and that the fence will settle this difficulty. He thinks the grazing reserved outside of this lease is the best and contains all the water; and states that the lessees will be compelled to dig for water, and that the herds that want to graze and pay for it have plenty of room outside.

Accompanying the papers will be found a letter from Mr. Anderson, dated June 19, 1884, to the honorable Secretary in support of the lease, asserting the good faith of the lessees, and stating that they have expended a sum of $5,600 in erecting fences, and that the semi-annual rental has been deposited in bank to the credit of the acting principal chief since May 1.

Also a letter from Special Agent Robb to this office, dated 28th June last, inclosing copies correspondence had by him with W. W. Walker, of Holton, on the subject of the investigation, and as to certain charges preferred against Agent Linn, to the effect that he was interested in the lease, and kept the Indians from protesting against it by telling them that if the lease was defeated, they would have to pay for the posts, wire, labor, &c., which would be deducted from their annuities.

Also a letter filed in this office by Hon. E. N. Morrill, dated the 1st instant, from M. M. Beck, of Holton, Kans., denouncing the investigation had by Special Agent

Robb, and the manner of conducting it as a farce, and denying the allegations made that the Indians were improperly influenced against the lease, &c.

In referring Mr. Beck's letter, Mr. Morrill remarks as follows:

"I have read Mr. Robb's report. I am satisfied that it contains gross misstatements; one of which is that only 1,800 acres is leased. I am informed that it embraces over 30,000 acres. I ask that Hon. S. Benedict, Indian inspector, be sent to make a special examination."

In view of Mr. Morrill's request I have the honor now to submit the papers for such action as the Department may deem advisable.

I will add that I think upon investigation it will be found that the figures "1,800," used in Special Agent Robb's report to denote the quantity of land leased, are a clerical error, and were intended for 18,000.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
July 14, 1884.

SIR: In a letter of Shough-nes-see and others, relative to the lease to Anderson & Co., which was transmitted by you on the 3d ultimo, I find the following statement:

"In addition we have to say that the men who are holding the meetings, and demoralizing our young men, while professing to be their good friends, are now engaged in fencing a line of fractions being on the north line of our reserve which it is well-known by every citizen of Jackson County belong to our reserve. The fractions amount to about 560 acres and are embraced in the boundaries of the original Pottawatomie Reservation. The very white people engaged in this fraud doubtless have informed some of our people that we have sold the fractions, as they so charge us."

You will at once investigate the truth of this allegation, and if you find the facts to be as stated and that these fractions are properly a part of the Pottawatomie Reserve, you will notify the parties engaged to at once remove the fences, and to desist from occupation of the lands included therein; and in default thereof report them to this office for proceedings under the statute (Sec. 2118, Revised Statutes).

Very respectfully,

H. PRICE,
Commissioner.

H. C. LINN, ESQ.,
United States Indian Agent,
Pottawatomie Agency, Saint Mary's, Kans.

UNITED STATES INDIAN SERVICE,
Sac and Fox Agency, Ind. T., July 1, 1884.

SIR: The Prairie Band of Pottawatomies in Kansas are trying to sell or lease the strip of land on the north side of their reservation, which piece of land was reserved for any of the Pottawatomies in Wisconsin, Mexico, or the Territory who might desire to return there to live. It is the desire of the Pottawatomies who are here with the Mexican Kickapoos that the land should not be sold or leased, but if it should be sold or leased, then we respectfully ask that your honor see that our people here get their part of the sale or lease money.

Very respectfully,

CHE-QUAW-MO-KO-HA-KO, his x mark.

Witness:
I. A. TAYLOR,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
Pottawatomie and Great Nemaha Agency, July 23, 1884.

SIR: Your letter dated July 14, 1884, marked L 10778, 1884, is received, in reference to some parties who were engaged in fencing a line of fractions on the north line of the reserve.

I will state that the statement made by the Pottawatomie Indians in their letter was true; that several farmers living adjacent to the north line fenced several tracts; the Pottawatomie Indians complained to me.

I visited the parties and informed them that they were trespassers, and explained the matter fully to them; they seemed satisfied with my explanation and agreed to remove their fences, and relinquish any claim they had entertained, with which agreement they have complied.

Very respectfully,

H. C. LINN,
United States Indian Agent.

HON. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, July 28, 1884.

SIR: Your request of July 28, 1884, to the Commissioner of Indian Affairs, for another special examination, to be made by Inspector Benedict, of the matter of making a lease by the Prairie Band of Pottawatomie Indians of Kansas, of a portion of their lands for grazing purposes has been submitted to this Department with full report by the Commissioner.

The whole matter has been carefully examined and the necessity for any further investigation by this Department is not found.

Special Agent Robb states the quantity of land leased as 1,800 acres, when he evidently intended to state it as 18,000 acres, which is the quantity stated elsewhere in the papers.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

HON. E. N. MORRILL,
Hiawatha, Kans.

HIAWATHA, KANS., *July* 28, 1884.

DEAR SIR: The excitement in Jackson County in relation to the lease of the Pottawatomie Indian Reserve still continues, and I again ask most emphatically that some action be taken by you. The investigation by your special agent, Mr. Robb, was a one-sided, partial affai—in fa[illegible]tr, it was *no investigation at all*, and might just as well have been conducted by the lessees themselves. The people ask that some honorable man be sent who will meet them at Holton and take the evidence which they wish to submit. They claim that the lease was fraudulently obtained from the Indians by bribing leading members of the tribe to sign and induce others to sign the lease. That the Indians are now dissatisfied and want the lease annulled. When I was last in your office, about the 9th of July, you assured me that a full investigation should be made; that you would ask Secretary Teller to send Hon. S. S. Benedict to make a thorough examination of this subject. I again urge that this be done at once.

I am, very respectfully, your obedient servant,

E. N. MORRILL.

HON. HIRAM PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 1, 1884.

SIR: In reply to your letter of the 28th ultimo, I have to say that your request for an investigation by Inspector Benedict, of the lease made by the Prairie band of Pottawatomies to T. J. Anderson & Co., was duly submitted, with all the papers in the case, to the Department on the 24th ultimo, and I inclose herewith a copy of the letter addressed to you by the Hon. Acting Secretary on the 28th ultimo, stating that the necessity for any further investigation by this Department is not found.

Very respectfully,

H. PRICE,
Commissioner.

HON. E. N. MORRILL,
Hiawatha, Kans.

[Inclosure.]

UNITED STATES INDIAN SERVICE,
Pottawatomie Agency, August 7, 1884.

SIR: During the night of the 28th ultimo 6 miles of fence, inclosing in part the tract of land recently leased to T. J. Anderson & Co., was entirely destroyed, the posts being cut off just above the ground, and the wire separated at every other panel.

It is well known that the outrage was perpetrated by a body of white men living near the east line of the reserve where the fence was located, yet M. M, Beck, editor of the Holton Recorder, has intimated, in an Associated Press dispatch, that it was done by the Indians.

When Mr. Beck and others in Holton were endeavoring by every questionable method to induce a portion of our people to fight the lease, they were classed as excellent people, but having failed in that purpose they are now charged with a heinous crime, that the actual perpetrators, citizens of Jackson County, may be screened and discredit cast upon the Indians and the lease.

By the terms of the lease the fence belongs to us, and we respectfully request that measures may at once be taken to prevent the destruction of the fencing in the future, and to punish the parties guilty of destroying the 6 miles referred to.

A number of our people living in the southeast corner of the reserve are now overrun by cattle belonging to white people living on the line of the reserve and adjacent to it. These cattle running at large render the grass entirely unfit for hay, break down the fences, destroy crops, and keep continually among us white people that we want nothing to do with. We do not want cattle in this locality at any price for grazing.

We now have the posts and wire—purchased with proceeds of grazing—to fence in this corner and relieve our people living there from the present outrageous state of affairs; if built, will it be protected?

The white people are now, and have for years, been trespassing upon us, almost without question; they now destroy our property with impunity.

We earnestly hope you will present these matters to the Hon. Commissioner of Indian Affairs for his consideration, and that he will find it convenient at an early date to inform us what to expect in regard to the fencing.

Very respectfully,

SHOUGH-NES-SEE, his × mark. *Chief.*
MAS QUAS, his × mark. *Speaker.*
NAS SE-KAH, his × mark. *Chief.*
KACK-KACK, his × mark. *Brave.*
AT-EN-WAH-DUCK, his × mark. *Speaker.*
PIS-SHE-DWEI, his × mark. *Speaker.*
Full Council, Prairie Band, Pottawatomie Indians.

Dr. H. C. LINN,
United States Indian Agent.

I hereby certify on honor that I interpreted the foregoing letter to the persons whose names are signed thereto; that they fully understood it; that the marks attached to their names are genuine, and were made in my presence.

JOHN A. NADEAN,
Interpreter.

UNITED STATES INDIAN SERVICE,
POTTAWATOMIE AND GREAT NEMAHA AGENCY,
August 13, 1884.

SIR: Inclosed please find a communication from Pottawatomie Indians to me, with the request that I submit their complaint to the Department.

The statement made by the Indians that 6 miles of their fence has been destroyed is correct; the posts, which were 16 feet apart, being cut off close to the ground for an uninterrupted distance of 16 miles. Excepting one-third mile of oak posts, those destroyed being cedar, the wire was cut at every other post, rendering entirely worthless both posts and wire.

It is a notorious fact that a majority of the white people living around the reserve have been committing depredations on the reserve and resisting every effort to compel the payment of the merely nominal sum taxed them for grazing their cattle on the reservation. When requested to pay, they stated that the Indians must fence the reserve if they did not wish their cattle to graze upon it.

The prime movers in the destruction of the fence are *said* to be people living from one-half to one and a half miles back from the reserve, but it does seem like the united effort of the people of Jackson County to compel the Indians to surrender their homes. The Indians leased their reserve with the expectation of protecting them-

selves from the intrusions of said white people surrounding the reserve, but it seems that any effort of the Indians to protect themselves from these intrusions are futile.

At the request of the Indians, I reported the case to the United States attorney, and he still claims, as he always has, that there is no United States law that will reach the case, and it will be impossible to convict them before any jury in the State courts.

The Indians have purchased posts for the purpose of fencing along the east line of the reserve not occupied, the lease to Anderson & Co., for the protection of their hay and crops from stock which has been trespassing for years by destroying the same, but they now declare that it is useless to erect this fence unless they are assured of protection from the Department.

Respectfully,

H. C. LINN,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 30, 1884.

SIR: I have the honor to submit herewith a copy of a letter, dated the 13th instant, from Agent Linn, in charge of Pottawatomie and Great Nemaha Agency, Kansas, transmitting a communication (copy also inclosed) from the council of the Prairie band of Pottawatomie Indians, dated 7th instant, stating that during the night of the 28th ultimo, six miles of wire fence, inclosing in part the tract of land recently leased by them to T. J. Anderson & Co., was entirely destroyed, the posts being cut off just above the ground, and the wire separated at every other panel.

In confirming the Indians' statement, Agent Linn remarks that the prime movers in the outrage are *said* to be people living close to the reserve, but that it rather appears like a united effort of the people of Jackson County to compel the Indians to surrender their homes.

The Indians have now purchased posts for the purpose of fencing along the east line of the unoccupied portion of the reserve for the protection of their hay and crops from trespassing stock, but they declare that it is useless to erect this fence unless can be assured of protection from the Department.

I am at a loss to know what to recommend in this matter. There appears to be no United States law which will reach the case, and, from what Agent Linn says, the United States attorney for the district has stated that it will be impossible to convict before any jury in the State courts.

I would, however, respectfully suggest that it might be well to dispatch an inspector of the Indian Service to the agency, with instruction to examine into the causes and circumstances of the outrage, with authority, if necessary, to confer with the United States district attorney in the premises, to the end that some measures may, if possible, be taken to protect these Indians in the quiet enjoyment of their lands.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. SECREEARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, September 19, 1884.

SIR: Upon receipt of this letter you will proceed to make thorough and careful inspection of the affairs of the following Indian agencies in the Indian Territory, viz:

The Sac and Fox Agency, the Osage Agency, the Kiowa and Comanche Agency, the Union Agency, the Ponca, Pawnee, and Otoe Agency.

When these inspections shall have been completed, you will proceed to inspect the affairs at the Pottawatomie and Great Nemaha Agency, in Kansas, and while there you will make special report upon the complaints of the Indians as to the cutting of fences upon the reservation, regarding which a report, with papers, from the Commissioner of Indian Affairs, of August 30, 1884, is inclosed.

Very respectfully,

H. M. TELLER,
Secretary.

ROBERT S. GARDNER, Esq.,
United States Indian Inspector, Darlington, Ind. T.

UNITED STATES INDIAN SERVICE,
Topeka, Kans., November 25, 1884.

SIR: I have the honor to transmit special report upon the leasing of land by Pottawatomie Indians to Messrs. T. J. Anderson & Co., with inclosures.

Very respectfully, &c.,

ROBERT S. GARDNER,
United States Indian Inspector.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

[Inclosure No. 1.]

Report of Inspector Gardner on leasing of Pottawatomie Indian lands to T. J. Anderson & Co.

NOVEMBER 25, 1884.

Is of opinion of that the lease was made with the knowledge and consent of the better class of Indians upon the reserve, and that the same was done in a free, frank, and open manner, both on the part of the Indians and lessees; and that it would be to the best interests of the reservation Indians that this lease should remain in full force and effect.

The fence destroyed was some six miles on the east line of the reserve, and was constructed by the lessees. The destruction was a species of vandalism, and the lessees should most certainly have the protection of the United States, and it is hoped that the present Congress will take action to protect cases of this character.

Respectfully submitted.

R. V. BELT,
Chief Indian Division.

UNITED STATES INDIAN SERVICE,
Topeka, Kans., November 25, 1884.

SIR: In compliance with instructions contained in Department letter of September 19, 1884, I have the honor to report that I have made diligent inquiry relating to the lease made by the Prairie band of Pottawatomie Indians to T. G. Anderson and Company on the 25th day of April, 1884, for a term of ten (10) years, at an annual rental of $3,000, payable semi-annually. Copy of said lease is herewith; Department number 2704; Indian Office No. 12432; and as a result of my observations, respectfully submit the following: I arrived at Pottawatomie Agency on Tuesday, 18th instant, and requested Agent I. W. Patrick, in writing, that I desired to hold a general council with agency Indians on Thursday, the 20th instant. Agent Patrick sent out written request that agency Indians assemble at the agency and meet me as requested. In accordance with these requests the agency Indians met me in their council house at one o'clock p. m. of 20th instant. There were present some forty or more. I inclose herewith minutes of the council, Exhibit No. 1. The principal chief, Shough-nes-see; Mas-quas, Pis-she-duin, speakers, and Kack-kack, a brave, were the principal speakers. "Their names also appear signed to the lease." These men acted in good faith, and signed the lease with what they supposed was the wishes of the tribe, as they had had many and frequent councils among themselves touching this matter, and no objections to their so doing was interposed or suggested by any members of the tribe. After the lease was duly executed, and properly signed and witnessed, objections to the lease by some of the agency Indians was made. From the best information I am able to obtain, no such objections on their part would have been made had it not have been suggested and prompted by certain evil and selfish disposed persons residing near the east line of the reserve, who desired to lease the land themselves or have the use of that certain portion of the reserve at a nominal rental per season, or free gratis for nothing—principally the latter?

It will be seen from Exhibit No. 1 that I inquired of those present in the council-room their views regarding the lease, and asked each and every one present to inform me whether they were in favor of a lease or against a lease. "There were four present that I did not ask their opinion, to wit, Eli G. Nadean, his clerk, Mr. Maddin, and Mr. James, a white man adopted into the tribe. It was an oversight on my part at the time. I afterwards asked them their opinion, and they told me they favored the lease." The minutes show 15 for lease, 18 against lease, and 3 had no choice. With the four above alluded to vote would stand 19 for and 18 against lease. It might be well to state that those who favored the lease were of the most intelligent men of the tribe and those who have made the most progress towards civilization and self-support. On the day following, November 21, the principal objector, Wah-quoh-bosh-kuck, and some several others, who were present at the general council of the day previous, presented himself and asked for a talk, which was granted, a succinct

memoranda of which is herewith, Exhibit No. 2. He advanced no reasons why he objected to the lease, other than that he did not want that portion of the reserve fenced. He says he directed his name to be signed to paper numbered 10325, Indian Office, July 26, 1884. He also says he signed paper herewith marked Exhibit No. 3, as did also all of the Indians whose names are signed thereto. Mr. Samuel Fields, who acted as interpreter, and swears to the same paper, was also present. I propounded to him certain questions, which appear upon the paper Exhibit No. 3. There is a discrepancy in the statement and oath of Samuel Fields; also in the statement of Wah-quoh-bosh-kluck and Samuel Fields. I inclose herewith affidavit of Richard Rice, Exhibit No. 4, who swears he was not present at the council, did not sign the protest, nor authorize any one to sign his name to same. Upon examination of annuity pay-rolls for second quarter, 1884, I find that two of the alleged signers to this paper, Exhibit 3, were reported as having died in April, 1884, to wit, number on roll, 17, Pam-a-go; No. 25, Wahb-mun; and No. 269, Kee-sh-kos, went to Indian Territory in June, 1884, and has not returned. This protest bears date of having been made October 21, 1884, and those dead men could not have signed it. In addition to this it will be seen from statements made to me by Samuel Fields that only about half of those whose names are signed were present, and that he signed the names of those absent, at the request of those present, and that he, Field, wrote all the names on the paper, Exhibit 3. In his affidavit he swears, "they were all present and touched the pen to the x appearing against his name." I believe this to be false, as two dead men were not there, and Richard Rice swears he was not there. Samuel Fields also swears "he is a member of the Pottawatomie tribe of Indians," who are occupying the reserve situate in Jackson County, Kansas.

I examined the records of the office, and the retain rolls do not show the name of Samuel Fields as a member of the tribe. He is a citizen Pottawatomie unlawfully upon the reserve; therefore his affidavit in this particular is false. It will appear from the official jurat of Mr. James H. Lowell, that same was acknowledged October 24, 1884. I am at a loss to know why Mr. Walker did not forward this paper to the Department, instead of retaining it, and giving it to me, in person, on Tuesday, November 18th, instant (at noon). I have carefully looked over the whole matter, and am firmly of the opinion that the lease was made with the knowledge and consent of the better class of Indians upon the reserve, and that same was done in a free, frank, and open manner both upon the part of Indians and lessees. I am further of opinion that it would be to the best interest of the reservation Indians that this lease should remain in full force and effect. It was intimated that ex-Agent Linn was interested in this lease. I am firmly of opinion that he has no interest whatever in this lease. I inclose herewith communication from T. J. Anderson, esq., Exhibit No. 5, which explains itself.

There has been no fence belonging to the Reservation Indians that has been destroyed. The only fence destroyed was some six miles of fence on the east line of the reserve, that had been constructed by the lessees, under their contract or lease of April 25, 1884. The destruction of this fence was a species of vandalism upon the part part of those who did it. The lease was made in good faith, and fence was constructed as required by terms of the lease. The lessees should most certainly have the protection of the United States, when they are lessees of Government wards, and fence located upon land title to which is in the Government of the United States. There appears to be no law upon the United Statutes books governing cases of this kind. It is to be hoped that this present Congress may take such action as will protect, and punish cases of this character, should they occur again.

The original papers in the case are herewith respectfully returned.

Very respectfully, &c.,

ROBERT S. GARDNER,
United States Indian Inspector.

The Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

[Inclosure Exhibit No. 1.]

Memoranda of a council held with the Pottawatomie Indians at their Council-House at their Agency in Kansas, Thursday, November 20, 1884.

Lease to T. J. Anderson read and explained and a full expression of opinion by each and all requested.

Mas-quas, speaker.—When we were called together before by our chiefs we talked it over; after we talked it over we asked Nadean, James, and Blandin what they thought of it, and they told us they thought it would be a good thing. We also thought it a good idea; the fence would be a protection; did not care so much for the money as having the fence; thinks outsiders think we have more land than we

ought to have, and Holton parties have tried to buy land of us. After we talked the matter over, there seemed to be a fair understanding about it, and at the time no objection was raised to making the lease and we feel more ease and rest from the protection of the fence. I signed the lease, and we received one payment thereon; satisfied with the lease to remain as it is, or was when I signed.

Pis-she-duin, speaker.—I can't say anything contrary to what my friend has just said. We signed the lease, and are satisfied, and don't want to make any change or disturbance about it; want it to remain in force.

Shough-nes-see, chief.—Have no fight to make against the lease; want it to remain in force.

Nas-se-kah, chief.—You have heard what our chiefs have said, and we are all in favor of what we have done—signing the lease. We want it to remain in force as it is, until the time expires; ten years was time agreed upon.

Koch-kach, brave.—You have heard what our chiefs have said. After I heard what my chief said about the lease, I supposed it was all right; I signed the lease. Am glad you came here to look through this, and see whether everything is straight or not; hope everything will be unanimous and go on peaceably; don't see why I should make any fight over this lease after my chief had decided it was a good thing and signed the lease. I am satisfied and hope the Commissioner will protect us in our views, and am happy to see some one here who will make things straight.

Mas-quas, "Speaker."—Our chief was ignorant of any one being against the lease, is why he did not pick out every one, and have him sign it. After this reserve was set aside, the chief supposed he was to do the best he could for the protection of his people, and he thought it was his duty to sign this lease, as it was a protection for the tribe. We understood that it was not required that every one of the tribe was to sign the lease. We had a council among ourselves and agreed to lease; there was no objection raised, and supposed every one proved it.

Neko-pen, "Half-day."—I speak in favor of all these young men; my brave not here to-day; if we had got the news who was here, you might have seen more of us; those on the paper protesting against the lease. I sent this paper to the Department (No. 10325), asking the Department to assist him in having it stopped—the leasing of the land. We were told not to lease the reserve by the chief that selected it; it was understood that anything of this kind was to be submitted to all of us and acted upon by the whole tribe. We were all present when the lease was spoken of. I said nothing then; day after the general council, Wah-qua-bosh-kuk (brave), called a council at his house, and after that we had a council at Shaugh-nes-see; at that time my brave spoke—he had not spoken before. He said: My chief, I don't think same way you do; listen and hear what I say, and this is the reason we object. We did not see the parties there (T. J. Anderson & Co.). This was the only reason he was against the lease then, and why he is against it now. The last three or four years we have about been on a lease practically; but we are not in favor of having it fenced. The cattle-grazing on reserve for past four years has done us no good; don't know what became of the money. Mr. James told me last fall that some $6,000 had been collected during the three years, and don't know what became of it. We want to fence our reserve ourselves; don't want the fence of Anderson on reserve; want to live pleasantly with all in and off the reserve.

Ku-sus.—At the time the lease was made was ignorant of what my chief had done. It was rumored around that bribes were offered for the young men to favor the lease. After I heard that I sided against the lease. Nothing else put me against it.

Did not take my per capita of lease money this time or "year."

The inspector, R. S. Gardner, then asked each and every Indian present at the council whether or not he was in favor of the lease made to T. J. Anderson & Co., which resulted as follows: In favor of lease, 15; against the lease, 18; no choice, 3.

I certify that the foregoing minutes of council were interpreted correctly by me.

ELI G. NADEAU,
Acting Interpreter.

POTTAWATOMIE AGENCY, KANSAS,
November 20, 1884.

I certify that the foregoing was written by me and interpreted by Eli G. Nadeau.

R. S. GARDNER,
United States Indian Inspector.

[Inclosure. Exhibit No. 2.]

Wah-quoh-bosh-kuck.—Paper numbered 10325, Indian Office, July 26, 1884, shown and explained to him. He says a white man made this paper for them and he authorized him to sign his name.

The other paper, certified to by Samuel Fields, was made at my house. The names of all on the paper were at my house and signed this paper. Am sure they were all there. This was about October 21, 1884.

I don't know why this fence was put up. There has always been cattle there before fence was put up.

I am not in favor, or it is against my desire, to have this fence on the reserve; have never made any remarks or objections to my chief before since my former chief died, that had this reserve set aside for us. Now, I have said something. After I heard some of the young men talking about the object of this fencing, I then called them together at my house and told them one and all to speak what they had to say on the subject. I got Samuel Fields to interpret for me. It seemed to be the general talk that everybody was against the lease. I did not know of any one in whom I had confidence in to send the paper to Washington, and this is the reason I went to Holton and saw Mr. Walker, who sent the paper numbered 10325; it was also my intention that the paper interpreted by Samuel Fields and given to Mr. Walker was to have been forwarded to the Department in Washington; it seems it was not, but was given to you by Mr. Walker.

Question. Where were you last summer—when Special Robb was here last summer?

Answer. Was on a trip, traveling in Ohio and Kentucky; was in Cincinnati, Ohio, and Louisville, Ky.

Samuel Field being present, the following questions were asked of and answered by him:

Question. Did you prepare this protest, the one certified and sworn to you?

Answer. Yes.

Question. Where?

Answer. At Wah-quoh-bosh-kuck's house, on the Pottawatomie reserve, in Kansas.

Question. I find the names of 74 persons signed to it. Did you obtain the signatures of each and all of them; and who wrote their names?

Answer. About half of them were present, and those present told me to sign or put down the names of those that were not present, as they had told them that they wanted it done. I wrote all of the names on this paper.

Question. Are you a member of the Pottawatomie tribe of Indians of this reserve?

Answer. I am a Pottawatomie; I call myself one; I am not enrolled with the Prairie band of Pottawatomies. I am a naturalized or citizen Pottawatomie.

I certify that I interpreted the foregoing correctly, and that the same was understood.

ELI G. NADEAU,
Acting Interpreter.

I certify that foregoing was written by me in the presence of all the parties, and that same is correct.

ROBERT S. GARDNER,
United States Indian Inspector.

POTTAWATOMIE AGENCY, *November* 21, 1884.

[Inclosure. Exhibit No. 3.]

We, chiefs, counsellors, and members of the Pottawatomie tribe of Indians, hereby signify by our names and signatures our opposition and emphatic protest against the continuance of the use and possession of any portion of our reserve under the claim of a lease. That we have never consented to such lease, and here repudiate it.

The following signed with an x mark :

WESH KNOW.
COPPEN HALF DAY.
KOCK ASAW.
MATT SAP TO.
WOR QUA BOSKEC.
PUCK KEE.
PAM OS KAW.
SHE OC PEE.
NAR NEM NEX KUC.
SKIS-KEE.
SHOPTEES.
NEWACTOO.
KEE-SUS.
PAM NEC NECK.
TOPENNABE.
KOBACH.
WOR KAW.
QUO-TOOS.
PEE-KOKAS.
CEE CEE TAH.
WEE-QUAS.
WEE CHE WA.
PICK NACK.
AC NAMEE.
SHOP WATUC.
COM MAR PNA.
WEE SKIC KA KUC.
KOO SEE WIFE.
TEE QUA KEET.
MEE YAN KEE.
QUAR QUAR TA.
WOR WORKSOM.
HOP MEE MEE.
PEANISH.
WOCSINNEE.
WAR WOR SUCH.
MIS NON SEE.
SHON NA QUOC.
NAR NARQUABEE.
SHA-TON-COT.
SHOP-PAR-YAN.
ME NAR OS NOW.
MAR SHAW.
NASH KA BEE.
KITCH KAMEE.
JAMES THOMPSON.
WAP SAR GON.
MAN DO CA.
POT TEES.
ME CHE KNOW.
ME-MEE.
OPNAR-GA.
YOB-BA.
MOC SEET.
WEEP KONNEE.
SHOP NEE.
NO SHACOM.
WOP-SKINNEE.
KOCK-KABEET.
SHIP SHEWONO.
NOS-WIN.
SEEC-MACK.
PAM-O-GO.
SHIP-SHEE.
OSHEARS.
SHIGNAGE.
GOWWAS.
ON OX SAW.
NA-SHA-KA-SEE.
WOL NUM.
CHE QUAS.
DICK RICE.
KEE SHKOS.
CHEE-CONO.

STATE OF KANSAS,
County of Jackson:

I, Samuel Field, being duly sworn, on oath depose and says: I am a member of the Pottawatomie tribe of Indians who are occupying the reserve situate in Jackson County, Kansas; that a council was called by the chiefs and counsellors of said tribe, and held on Tuesday, October 21, 1884, and the matter of the occupation of a portion of said reserve under lease was discussed; and it was determined at said council that all who were opposed to said lease should sign, or cause to be signed, a paper signifying their opposition thereto, and the foregoing was agreed upon as a proper statement for the signatures of the members of the tribe, and I explained to each one whose name is above written the exact purport and meaning of said written statement; and each one whose name appears freely and voluntarily signified his indorsement of that statement by requesting me to sign or write his name, and each one did touch the pen to the × appearing against his name, and in this way the signatures and names of all the foregoing Indians were affixed to this paper. And I do solemnly swear that there remains of the male members of said tribe on said reserve but thirty-six members resident and living on said reserve, as near as we have been able to ascertain—and among them are the white men—and a large part of these thirty-six people are neutral and take no side whatever in the matter; that at said council, and at the procuring of said signatures, there were no white men present or allowed to interfere or participate in the matter; that all the names above are of male members of the tribe.

SAMUEL FIELDS.

Subscribed and sworn to before me, this 25th day of October, 1884; and I certify that Samuel Fields is a well-educated Indian and of good repute in his tribe and among the whites.

My commission expires November 30, 1885.

JAMES H. COWELL, *Notary Public.*

[Inclosure. Exhibit No. 4.]

Personally appeared before me Dick Rice, who, being sworn to make true answers to such questions as are hereinafter asked him, upon his oath deposeth and says, as follows, to wit:

Question. What is your age and nationality?

Answer. Am twenty-nine years old, in my thirtieth; am a half-blood Pottawatomie Indian.

Question. Did you sign a protest to the leasing of land to T. J. Anderson & Co., or others, by Pottawatomies?

Answer. No, sir; I did not. I am favor of the lease.

Question. Did you sign, or authorize any one to sign, by mark ×, your name to a certain piece of paper writing signed by Samuel Field, as interpreter, and now shown you, protesting against the lease?

Answer. I neither signed or authorized any one to do so.

Question. Were you at this council of October 21, 1884?

Answer. No, sir; I was not.

Question. Is there any one else on this reserve whose name is Dick Rice, besides yourself?

Answer. No, sir; not to my knowledge.

And furthermore deponent saith not.

RICHARD RICE.

Subscribed and sworn to before me this 20th day of November, 1884, at Pottawatomie Agency, Kans.

ROBERT S. GARDNER,
United States Indian Inspector.

[Inclosure. Exhibit No. 5.]

TOPEKA, KANS., *November* 12, 1884.

DEAR SIR: J. D. Burr and T. J. Anderson own a stock farm in Jackson County, near the Pottawatomie Diminished Reserve. We found our range being cut off and applied to the Indians for a lease of a small tract of grazing land on south line of the reservation near our ranch. We were informed that they did not desire to lease any land in that portion of the reservation, but that parties in Holton had been trying for years to lease a large tract in northeast corner; that they feared the influence of the Holton party would be used, if once a foothold was secured, to extinguish the Indians' title, but if we wanted the land and would take it on north and east line, as they dictated, they could probably make a lease. After mature consideration we interested J. B. Johnson and Eugene Hagan, of this city, and made the lease, a copy of which you have. This lease was drawn by the Indians, submitted to Hon. John T. Morton, ex-judge of this district, in whom the Indians had confidence, and then duly executed in the presence of all the chiefs and headmen of the tribe. The whole transaction was open, fair, and frank, and we have nothing to conceal. The lease requires us to fence, and we built the best fence in the country; cedar posts, four-barbed wires, with gates and everything complete. The interior line of fence was located by the head chief, so as not to interfere with the Indians' improvements or range for their stock. We propose to act in good faith with the Indians and protect them in any legitimate way. The newspapers of Holton, acting in the interest of the defeated Holton ring, immediately resorted to all sorts of misrepresentations and personal abuse of the lessees. Irresponsible parties were introduced to destroy some 8 miles of the fence. We intend placing our own stock on the land and will build up a large personal property, subject to taxation, in Jackson County, if we are allowed to enjoy peaceful possession. If our property is to be destroyed by vagabonds and thieves, it is because the Holton ring failed to secure the lease, or because the settlers want grazing for their cattle for nothing. The same spirit would poison our cattle and we do not care to take any chances in that direction. There is plenty of grass for the settlers and for us, and they can have what pasture they need at $1 per head per annum, which ought to satisfy any man who is not a colossal hog. But for the action of the Holton parties, I think we would have no trouble in making such terms with the residents as would secure permanent peace.

Very respectfully, yours,

T. J. ANDERSON & CO.

ROBERT S. GARDNER, Esq.,
United States Indian Inspector.

SILETZ RESERVE, OREGON.

UNITED STATES INDIAN SERVICE,
SILETZ INDIAN AGENCY,
Toledo, Oreg., October 21, 1881.

SIR: I forward your office, for consideration, copy of a letter from one George E. Aiken, of Salem, Oreg., in reference to leasing a tract of land on this reservation for a term of years to pasture stock.

The Indians inhabiting the portion of country of which he speaks are by far the wildest on this reserve, and most difficult to bring into subjection; all the murders that have been committed of late years on this tract of country—three in number—took place up there. While the distance in direct line from the agency is but 15 miles, by river, as well as around the coast, it is some more than 50. Judging the future by the past and present, I am of the opinion that the bringing of white men and these Indians together, and especially in that portion of country, would be ill-advised and dangerous. I doubt not that differences would arise, and evil results follow. Therefore I would recommend a non-compliance with the wish of the applicant. However, I await your pleasure in the matter.

Very respectfully,

E. A. SWAN,
United States Indian Agent.

HON. HIRAM PRICE,
Commissioner Indian Affairs,
Washington, D. C.

[Inclosure.]

SALEM, OREG., *September* 24, 1881.

DEAR SIR: I wish to make application for a lease of a tract of pasture land on your reservation south of the mouth of Salmon River, on the coast, for a term of years—eight, ten, or fifteen years. Gen. John F. Miller informs me that it is capable of carrying two thousand head of sheep; that at present there is no stock on the land, and that you are not receiving any revenue from it; that it is shut off from the agency by high mountains. It would unquestionably be an advantage to you to have a responsible man that would act with you and look after the few scattering Indians on that part of the reservation, even if you did not take into consideration the amount of rent received.

I am willing to pay a reasonable consideration, and promise to put a man in there that would abide by the rules and work to the best interests of the Indians.

In regard to myself, I can furnish you any number of references, if required. For convenience, I would respectfully refer you to Mr. M. G. Royal, who has known me a number of years. Hoping to receive an early and favorable reply,

I am, very respectfully,

GEO. E. AIKEN.

Hon. E. A. SWAN,
Agent Siletz Reservation, Siletz Agency, Oregon.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
November 11, 1881.

SIR: I am in receipt of your letter of the 21st ultimo, inclosing a copy of a letter from one George E. Aiken, of Salem, Oreg., dated the 24th September last, in reference to leasing a tract of land on the Siletz Reservation for a term of years to pasture stock.

In forwarding the application you express the opinion that the bringing of white men and the Indians of that particular locality (who are exceptionally wild) together would be ill-advised and dangerous, and that differences would surely arise and evil results follow, and you recommend a non-compliance with the applicant's wishes.

I entirely concur in your views, and the application will therefore be refused.

Very respectfully,

H. PRICE,
Commissioner.

E. A. SWAN, Esq.,
United States Indian Agent, Siletz Agency, Oregon.

WASHINGTON, D. C., *December* 2, 1881.

SIR: I understand a lease to G. E. Aiken, a merchant of Salem, Oreg., was made some time ago by Mr. Swan, Indian agent at Siletz Agency, Oregon, of a small unused and unoccupied portion of said agency reservation; that such lease was some time recently forwarded to you for approval. I desire, on behalf of Mr. Aiken, to inquire whether the same has been approved, and if so, when; and if not, I respectfully ask the present *status* of the same.

Please address me, care Ebbitt House, Washington, D. C.

Respectfully,

JOHN H. MITCHELL.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
December 6, 1881.

SIR: In reply to your letter of inquiry of the 2d instant, relative to the approval of a lease of a portion of the Siletz Reserve, alleged to have been made by Agent Swan to one G. E. Aiken, of Salem, Oreg., I have to say that on the 21st October last Agent Swan submitted to this office an application from Mr. Aiken to lease a tract of land upon said reservation for a term of years for the purpose of pasturing stock.

In forwarding the application the agent expressly states that in his opinion the bringing of white men and Indians of the particular locality in which the lands were situated together, would be ill-advised and dangerous; that differences would surely arise, and evil results follow, and for these reasons he advised against granting the application.

In these views this office concurred, and the agent was, by letter of the 11th ultimo, instructed that Mr. Aiken's application should be refused.

I scarcely think it possible that the facts relative to the granting of any such lease have been correctly represented to you.

Very respectfully,

H. PRICE,
Commissioner.

Hon. JOHN H. MITCHELL,
Ebbitt House, Washington, D. C.

UNITED STATES INDIAN SERVICE,
Siletz Indian Agency, March 5, 1884.

SIR: There is a piece of tide land, in area about 200 or 250 acres, so separated from the rest of the tide land by a slough that a fence is not needed to keep cattle on that piece. This land is not used at all; scarcely a hoof of stock runs on it all the year round. A man, by name John Crowley, lives just across the river off the reserve, has a band of cattle, and wishes to hire this piece of land spoken of above, and offers me $50 a year for three years, and will go into bonds to keep his cattle on that particular spot and pay the money therefor. Now, I said to these Indians, I will make you this proposition: If you give your consent, and the Government consents, I will rent this piece of land and the proceeds I will buy seed grain, seed potatoes, and garden seeds with it for you; not for the whole agency, but for this people alone.

At the mouth of the Siletz and Salmon River these Indians voted for it every man. They held a council over it first. I assured them that if this thing was done I would see that they were not defrauded.

Now, I recommend that this piece of land be rented and the proceeds be used for the purpose above named, and for nothing else. That people need seed potatoes, seed grain, and garden seeds, and I know of no way to get them except this.

If the land is rented not one cent of the money should go for any other purpose.

I would ask your early attention to this matter, and ask that I be allowed to rent this land and use the proceeds for the purpose stated above, and for no other.

Very respectfully,

F. M. WADSWORTH,
United States Indian Agent.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
March 29, 1884.

SIR: In reply to your letter of the 5th instant, asking authority to lease for a term of three years a piece of tide land—about 250 acres—on the Siletz Reservation to one John Crowley for pasturage purposes, you are advised that the whole subject of renting unoccupied Indian lands for such purposes has been referred by the Department to Congress, and that pending such reference this office deems it inexpedient to take any steps calculated to embarrass the action of Congress in the matter.

Very respectfully,

H. PRICE,
Commissioner.

F. M. WADSWORTH, ESQ.,
United States Indian Agent, Siletz Agency,
Toledo, Benton County, Oregon.

Hindmarsh.]

SIOUX RESERVE, DAKOTA.

BUFFALO, N. Y., *May* 13, 1882.

DEAR SIR: Will you please inform me if you have granted leave to ranchmen to graze their bands west of Missouri River on the Sioux Indian Reservation by their paying 10 cents per head per year; and, if so, do you fix any boundary limit for such grazing?

I have just invested largely in young cattle in Minnesota, in company with others, and will soon drive the herd to *Dakota.* We wish to secure a permanent location, where we are not likely to be disturbed for the next *ten* years. Can you point us to such a location, and can we remain there by paying yearly for grazing?

Is the recent order for removal of white men who have married into the Indian tribes to apply to the whole of this reservation, or only to the vicinity of the agencies; if so, the limit?

Will you please state the northern and western boundaries of this Sioux Reservation west of the Missouri River, or be so kind as to send me a map showing such lines?

We start in with 2,000 head.

My reference, Hon. Charles G. Hammond, Chicago, Ill.

Very respectfully, yours,

HENRY H. HALE.

Hon. HIRAM PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 25, 1882.

SIR: Replying to the inquiries contained in your letter of the 13th instant, I have to say:

1. That no authority has been granted by this office to ranchmen to graze cattle on the Sioux Indian Reservation west of the Missouri River, neither is any such arrangement contemplated.

2. A recent order from this Department has, for sufficient reasons, directed the removal of all squaw-men (*i, e.*, white men who have married into Indian tribes) from the Standing Rock Agency, and prohibits their settlement at any of the other agencies or within the Sioux Reserve. Under existing laws all white men, except such as are especially authorized by the Government, are forbidden to enter or settle upon Indian reservations under penalty of removal and prosecution as trespassers.

3. The northern and western boundaries of the Sioux Reservation are defined as follows, viz:

West boundary, from the south boundary of the Territory of Dakota, north on 103d meridian west of Greenwich, to South Fork of Cheyenne River, down the same to junction with North Fork of Cheyenne River, up the same North Fork to intersection with 103d meridian west of Greenwich, thence north along 103d meridian to intersection with Cannon Ball River (South Fork), thence *north boundary*, along Cannon Ball

River to junction with Missouri River. I would send you a map, but both this office and the General Land Office are entirely out of copies.

4. I am not sufficiently acquainted with Dakota to be able to point you to any location for grazing purposes.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

HENRY H. HALE, Esq.,
Buffalo, N. Y.

UNITED STATES INDIAN SERVICE, PINE RIDGE AGENCY, DAKOTA,
May 24, 1882.

SIR: I have the honor to inform you that the leading chiefs, headmen, and Indians of this agency held a general council on Tuesday, May 2, and requested me, as agent, to inform your office on the following points:

That they have been informed that some of the people of the Black Hills wish to make arrangements to graze cattle on a portion of the reserve, and that the same, for various reasons, does not meet with their approval.

That when the matter can be arranged they would like more stock cattle.

* * * * * * *

Very respectfully,

V. T. McGILLICUDDY,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

UINTAH RESERVE, UTAH.

SALT LAKE CITY, *July* 28, 1883.

SIR: I desire your opinion on the following subject:

1st. I wish to enter into agreement with the Uintah Indians for a term of ten to twenty years, securing their consent with written agreement for exclusive right and privilege to turn from 5,000 to 20,000 head of cattle on their reservation, and graze thereon summer and winter for a specified sum per head, as may be now agreed upon between myself and the Indians themselves.

2d. Can the Indians enter into such an agreement, *if they so desire*, that would be valid and secure to me thereafter, without any probability of the Department requesting the stock removed before the expiration of the time specified in the agreement, that my cattle may remain, provided I make faithful payments annually under agreement for the number grazed thereon?

3d. Shall such cash payments be made direct to the Indians or to the agent?

4th. After a council by the Indians and they agree to enter into such an agreement as above by causing their proper representatives to sign the same, is it necessary that such agreement shall be forwarded to your Department for ratification?

5th. If so, does the Department require bonds for the faithful payment annually under the agreement entered into?

I desire all information you can give as to this subject-matter. It being understood that the Indians will enter into such an agreement, first, for the money it would derive, second, that there is ample territory for said cattle both summer and winter without encroaching upon their wants for their own horses, cattle, &c., else they would not entertain such a proposition.

This agreement is to be with the Uintahs and White River Indians at Uintah Agency, and not the Colorado Indians east of Green River, and the cattle to run west of the Uintah Agency, 60 miles, to the western line of the reservation.

Please reply at your earliest convenience as fully as you may, and oblige,

Yours, truly,

JOHN N. WHITNEY.

Hon. H. M. TELLER,
Secretary of the Interior Department, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 5, 1883.

SIR: Referring to your letter of the 25th April last, to Mr. E. Fenlon, wherein it is stated that it is not the present policy of the Department to affirmatively recognize any agreements or leases entered into by the Indians in relation to grazing lands in the Indian Territory, but that no objection exists to allowing the Indians to grant permission to parties desiring to graze cattle on their reservations to do so on fair and reasonable terms, subject to such supervision as the Department may consider proper to prevent the Indians being imposed upon. I have the honor to inquire whether the views expressed in said letter are to be taken as applicable to Indian reservations outside of the Indian Territory where the lands are held in common under the ordinary occupancy title.

My inquiry is prompted by the fact that applications have been presented to this office by parties desiring to lease large tracts of land, on Western Indian reservations, for terms of years for grazing purposes, notably that of one John N. Whitney (herewith inclosed), desiring to enter into an agreement with the Uintah and White River Indians at Uintah Agency, Utah, for the exclusive right and privilege of pasturing from 5,000 to 20,000 head of cattle on that part of the Uintah Reserve which lies west of the agency, extending 60 miles to the western line of the Uintah Reservation, for a term of from ten to twenty years, at a specified sum per head to be agreed upon between the Indians and himself.

Other instances of similar applications to this office can be given, but the above will serve as a fair illustration.

As your letter to Mr. Fenlon refers specifically to the Indian Territory I do not feel warranted in putting a broader construction upon it without your authority.

As a matter of fact it may be stated that for a long time past limited grazing privileges on some of the Western reservations, where there is a great surplu of land unoccupied by the Indians and available only for grazing purposes, have been sanctioned by the Department, but the matter seems now to have assumed more formidable proportions both as to area of land required by individual stock owners, and period for which such lands are desired, and it would appear desirable that some definite and harmonious rule should be adopted.

Under section 2116, Revised Statutes, Indian nations or tribes are prohibited from making any grant, *lease*, or other conveyance of lands, or of any title or claim thereto, except under authority of the United States. This would appear to effectually preclude any agreement by individuals with tribal authorities in respect of lands looking to an extended term of years—in effect a lease.

Should it be decided that the Fenlon letter applies to reservations outside the Indian Territory, I respectfully ask that this office be favored with an expression of the views of the Department as to the propriety of sanctioning exclusive grazing privileges to one individual over such a large tract of country as that applied for by Mr. Whitney on the Uintah Reserve.

The return of Mr. Whitney's letter to the files of this office is respectfully requested.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
Office of the Secretary, November 5, 1883.

I said very plainly in the letter to Mr. Fenlon that the Department would do nothing to recognize such lease in the Indian Territory; much less can it be done in other sections.

I shall refer the matter of leasing lands to Congress and await its action. I do not think that any leasing privileges should be given on the Uintah, Ouray, or Southern Ute Reservations even if an act of Congress authorizes it.

These reservations are required for the Indians themselves if they are to become stock raisers, for the range is rather limited. Notify Whitney that he must not put his stock on that range.

H. M. TELLER,
Secretary.

UNITED STATES INDIAN SERVICE,
UINTAH VALLEY AGENCY,
Utah, September 26, 1883.

SIR: Numerous applications have been made to me for leases of distant and unoccupied parts of this reservation.

This would certainly be a source of revenue to the Indians, but once allow whites and especially Mormons to lease any part of this reserve, it would be difficult to move them off. It does not seem to me advisable to grant any leases, but I would respectfully refer the matter to you and ask to be advised in the premises.

ELISHA W. DAVIS,
United States Indian Agent.

Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

[Indorsements.]

No leases should be *made.*

H. M. TELLER.

DEPARTMENT OF THE INTERIOR,
October 8, 1883.

Respectfully referred to the Commissioner of Indian Affairs, inviting attention to indorsement of the Secretary.

GEORGE M. LOCKWOOD,
Chief Clerk.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 12, 1883.

SIR: Your letter of the 26th ultimo, asking for instructions in the matter of numerous applications made to you for leases of distant and unoccupied lands of the Uintah Reservation, has been referred to this office by the honorable Secretary of the Interior with his indorsement thereon that "no leases should be made."

Very respectfully,

H. PRICE,
Commissioner.

ELISHA W. DAVIS, Esq.,
United States Indian Agent, Uintah Valley Agency, Utah.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
November 8, 1883.

SIR: Your letter of the 28th July last, addressed to the honorable Secretary of the Interior, in which you express a desire to enter into an agreement with the Uintah and White River Indians, at the Uintah Agency, Utah, for the exclusive right and privilege of pasturing from 5,000 to 20,000 head of cattle on that part of the Uintah Reserve which lies west of the agency, extending 60 miles to the western line of the Uintah Reservation, for a term of from ten to twenty years, at a specified sum per head, to be agreed upon between the Indians and yourself, and inquire whether such an arrangement will receive the sanction of this Department, has been referred to this office.

In reply, I have to inform you that the honorable Secretary has decided in previous applications of a similar nature that it is not the present policy of the Department to affirmatively recognize any agreements or leases of the character mentioned.

I am further instructed by the honorable Secretary in this particular instance to state that all the reservations set apart for the several tribes of Ute Indians are required for their individual use, with a view to their becoming stock-raisers, and to caution you against placing any cattle thereon.

Very respectfully,

H. PRICE,
Commissioner.

JOHN N. WHITNEY, Esq.,
Clift House, Salt Lake City, Utah Territory.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
November 8, 1883.

SIR: For your information I inclose herewith a copy of a letter addressed from this office to John A. Whitney, esq., in reply to one written by him to the honorable Secretary relative to grazing privileges which he seeks to obtain on the Uintah Reserve.

In view of the honorable Secretary's conclusions, that all the reservations set apart for the Utes will be required for their individual use, with a view to their becoming stock raisers, you are directed to see that no outsiders are permitted to pasture cattle upon the reservation lands of your agency.

Very respectfully,

H. PRICE,
Commissioner.

ELISHA W. DAVIS, Esq.,
United States Indian Agent, Uintah Valley Agency, Utah.

SOUTHERN UTE RESERVE, COLORADO.

UNITED STATES INDIAN SERVICE,
SOUTHERN UTE AGENCY,
Ignacio, Colo., December 1, 1883.

SIR: I have the honor to report that, in addition to attending to the regular business of the agency during the past month, I finished taking testimony in the claim of J. H. Alderson for depredations alleged to have been committed by Ute Indians in 1881, of which I made special report on the 24th ultimo. I have purchased and issued to the Indians at their agency fifty-five (55) bucks, under authority contained in your letter, dated September 20. In view of the facts stated in my letter of the 10th ultimo, in which I informed you that the Indians were killing their sheep for subsistence, I did not consider it necessary to purchase the 200 bucks, as authorized by your letter before referred to. I would respectfully inform you that on the 14th ultimo the Indians in council assembled decided to lease a portion of their reservation to Mr. Edward Wheeler, of Fort Lewis, Colo., for grazing purposes. A lease was executed in triplicate, one copy retained in this office, and two copies given to Mr. Wheeler, one copy to be given to the honorable Commissioner of Indian Affairs, and the other retained by him. This lease was made subject to the approval of the honorable Commissioner of Indian Affairs and the honorable Secretary of the Interior. I consider the approval of the lease would be of good benefit to the Indians, as they would then be receiving a revenue for which they are now receiving nothing.

The employés have been engaged in their regular routine of duty.

Very respectfully,

WARREN PATTEN,
United States Indian Agent.

Hon. H. PRICE,
Commissioer Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 17, 1883.

SIR: In reply to your letter of the 18th instant (monthly report for November), referring to a lease recently granted by the Indians of your agency of a portion of their reservation to Mr. Edward Wheeler, of Fort Lewis, Colo., for grazing purposes, subject to the approval of this office and of the Department, I beg to call your attention to the following indorsement of the honorable Secretary upon office report accompanying an application recently made by one John N. Whitney for a lease of a portion of the Uintah reserve for similar purposes:

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
November 5, 1883.

I said very plainly in the letter to Fenlon that the Department would do nothing to recognize such lease in the Indian Territory, much less can it be done in other sections. I shall refer the matter of leasing lands to Congress, and await its action. I

do not think any leasing privileges should be given on the Unitah, Ouray, or *Southern Ute* reservations, even if an act of Congress authorized it.

These reservations are required for the use of the Indians thereon, if they are to become stock raisers, for the range is rather limited. Notify Whitney that he must not put his stock on that reservation.

H. M. TELLER,
Secretary.

In view of the above the lease in question will not be approved by the Department, and you will so notify Mr. Wheeler, and if he has already entered into possession, require him to remove his cattle forthwith from the reservation, conforming your action in all similar cases to the views of the honorable Secretary.

You will report your further action in the matter to this office.

Very respectfully,

H. PRICE,
Commissioner.

WARREN PATTEN, Esq.,
United States Indian Agent,
Southern Ute Agency, Ignacio, Colo.

LUMMI RESERVE, WASHINGTON TERRITORY.

AURORA, ILL., *January* 26, 1884.

SIR: I am in treaty with the Lummi band or tribe of Indians (Washington Territory) for a lease for twenty years for about 1,000 acres of the northeast corner of their reservation. I own the land adjoining this reservation upon the east, the other boundary lines being upon Bellingham Bay, Hale's Passage, and the Gulf of Georgia, except the northern line, which is a township line. The reservation altogether contains between 12,000 and 13,000 acres.

This east boundary of the reservation is wholly an artificial one, a section between Secs. 5 and 6 and 7 and 8, T. 38, R. 2 E. Near the south line of my lands in section 8 a creek or slough, large enough for the passage of the largest size of row-boats and canoes, extends nearly northwest between the channels of the Nootsack River, emptying respectively into Bellingham Bay and the Gulf of Georgia, the latter of which was the only channel of the river until about 35 years ago, as the Indian account is, when a jam in the old channel forced a passage through hard land into Bellingham Bay, forming what is now the main navigable channel of the river. The lands sought to be leased of the Indians are northeast of this creek, or slough, and if surveyed would be contained within Secs. 6 and 7, T. 38, R. 2 E., and Sec. 1, T. 38, R. 1 E.

They are mainly swamp lands, overflowed from 12 to 30 inches in June and December of each year (except small portions), and are of no use to the Indians, and can be made of none except by an elaborate and expensive system of diking and drainage of a district which will cover nearly all of the northeastern portion of the island, called in the treaty Chah-choo-sen, in which my lands mentioned above are also situated.

The higher portions of this part of the island, possibly I should term it the northern island of the two (three?) islands making up Chah-choo-sen on the northerly parts of it, and the part of it near the branch emptying into Bellingham Bay. It will be seen that while the northern and eastern lines of the reservation are wholly artificial, the 1,000 acres proposed to be leased is wholly separated by a natural boundary from the remainder and main bulk of the reservation. Within the limits of this 1,000 acres, however, allotments have been made (though not confirmed) to three to five Indians, who have homes there, upon what may be termed islands in the swamp. The remainder of the tribe live upon the higher land south of the creek or slough, where they have over 11,000 acres. It will be seen that for the purposes of improvement the lands are interdependent; not only must the dikes surround the entire district, but the ditches must be dug from one part through the other in order to secure drainage. If improved upon a comprehensive and intelligent plan the lands will be made very valuable and productive, well rewarding the labor and capital invested.

I have proposed to the tribe to lease of them for twenty years the portion of the island northeast of this creek or slough, at a rental of fifty cents an acre annually, payable in advance; allowing, however, the three to five Indians having homes on these islands in the swamp to retain with them from 10 to 15 acres (or as much as they may desire) around them as they may select when the survey shall be made, with proper ways from each reserved tract to the main body of the reservation and the

channels of the river, to be selected by themselves under the approval of the Indian agent.

I am to covenant in the lease to dike thoroughly the entire district so as to prevent the overflow of the June freshet and control it during the December ones (by means of which the fertility of the land will be perpetually renewed) within three years, and within six years clear, ditch, drain, and put in good farmer-like condition the leased lands, and build a fence between them and the other lands in the drainage district, and these improvements maintain and keep in thorough repair until the termination of the lease. A failure to pay rent or perform the other covenants as to improvements promptly, at the option of the Bureau of Indian Affairs, to work a forfeiture of the lease. I am ready also to give any reasonable amount of security, should it be exacted.

While it is fair to assume that I expect the proposed lease will prove remunerative to myself, though only by the investment of a considerable amount of capital, it will prove a great advantage to the Indians.

1. They now get nothing and can make nothing from the lands proposed to be leased, which are treaty lands.

2. With the lands improved as I propose, the one thousand acres will be worth yearly, after the expiration of the lease, enough to support the tribe.

Besides, I am convinced from the experience I have had there and near there the last year that these Indians are not only able, but willing, to perform good labor. The improvement of a 2,500-acre farm there will give them an opportunity, and one better suited to them, than the odd jobs in the new bustling and growing city seven miles away.

The permanent improvements to which this lease, if effected, will render absolutely necessary seems to be inhibited by the words of the letter of the Acting Secretary of August 11, 1883. I respectfully ask that the ruling of the Department may be modified so as to permit the proposed lease.

Very respectfully, &c.,

EUGENE CANFIELD.

The Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

[Indorsement.]

Referred to the Commissioner of Indian Affairs.

H. M. TELLER, *Secretary.*

JANUARY 29, 1884.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
February 4, 1884.

SIR: I am in receipt, by reference to the honorable Secretary of the Interior, of your letter to him, of the 26th ultimo, asking that the ruling of the Department in regard to leases of lands by Indian tribes, as expressed in a letter of the honorable Acting Secretary, dated August 11, 1883, referred to by you, be so modified as to permit of your entering into a lease with the Lummi tribe, or band, of Indians, of Washington Territory, for a term of twenty years, of about 1,000 acres of their reservation lands, upon which you contemplate putting certain permanent improvements.

In reply I have to say that since the date of the Acting Secretary's letter the general subject has been referred by the honorable Secretary to Congress, in his annual report accompanying the President's message, with the recommendation that Congress should provide some system by which unoccupied Indian lands can be leased by the tribes or the Department for the benefit of such tribes.

Until some action is had by Congress in the matter, it is safe to say that there will be no change in the present policy of the Department.

I will add that under section 2116 of the Revised Statutes of the United States Indian nations and tribes are prohibited from making any grant, lease, or other conveyance of lands, except by treaty or convention entered into pursuant to the Constitution.

Very respectfully,

H. PRICE,
Commissioner.

EUGENE CANFIELD, Esq.,
Aurora, Ill.

OLD WINNEBAGO RESERVE, DAKOTA.

WASHINGTON, D. C.,
January 21, 1884.

SIR: Will you have the kindness to inform me whether private parties can secure the privilege of pasturing cattle upon the Winnebago Indian Reservation, lying in Hughes and Hyde Counties, Dakota Territory, either for herding at large or on certain defined portions of the same, and if so, what steps are necessary, in order to obtain such privilege?

Very respectfully,

F. G. COLDREN.

Hon. COMMISSIONER GENERAL LAND OFFICE,
City.

[Indorsement.]

GENERAL LAND OFFICE,
January 18, 1884.

Respectfully referred to the honorable Commissioner of Indian Affairs.

N. C. McFARLAND,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 13, 1884.

SIR: I am in receipt by reference from the Commissioner of the General Land Office of your letter of the 21st ult., inquiring whether private parties can secure the privilege of pasturing cattle on the Winnebago Indian Reservation in Hughes and Hand Counties, Dakota Territory, either for herding at large or on certain defined portions of the same, and if so, what steps are necessary in order to obtain such privilege.

In reply, I have to say that the subject of leasing unoccupied Indian lands to citizens of the United States for grazing purposes was referred by the honorable Secretary of the Interior to Congress in his last annual report, accompanying the President's message, with the recommendation that some system be provided by which the unoccupied lands can be leased by the tribes interested, or by the Department for the benefit of such tribes.

Pending such reference, this office deems it inadvisable to take any steps calculated to embarrass the action of Congress in the matter.

Very respectfully,

H. PRICE,
Commissioner.

F. G. COLDREN,
322 *Second Street S. E., City.*

JICARILLA APACHE RESERVE, NEW MEXICO.

DEL NORTE, COLO., *May* 8, 1884.

DEAR SIR: If consistent with the practice of your Department, I would like to obtain a lease of the Jicarilla Apache Indian Reservation, in Rio Arriba County, New Mexico, for grazing purposes only. As it is probable that this reservation may be opened for settlement at any time, I should expect a lease, if made, to provide for its termination whenever the reservation is restored to the public domain. I should not expect the lease to confer any privileges except such as are essential to its use for grazing purposes only.

This reservation is unoccupied and unproductive, and it seems to me that while it remains in its present condition it might be used for the purpose heretofore mentioned with advantage both to the Government and the lessee.

I should be pleased to learn the views of the Department with reference to leasing the reservation for grazing purposes until such time as it may be otherwise disposed of.

I am, very respectfully,

HENRY FOOTE.

Hon. HENRY M. TELLER,
Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS.
May 21, 1884.

SIR: I am in receipt, by Department reference, of your communication dated May 8, 1884, in which you state that you would like to obtain a lease of Jicarilla Apache Indian Reservation in New Mexico, for grazing purposes, said lease to terminate whenever the reservation is restored to the public domain.

In reply I have to inform you that by Executive order dated May 14, 1884, the said reservation was restored to the public domain.

Very respectfully,

H. PRICE,
Commissioner.

HENRY FOOTE, Esq., *Del Norte, Colo.*

WIND RIVER RESERVE, WYOMING.

UNITED STATES INDIAN SERVICE,
Shoshone Agency, April 11, 1884.

SIR: Soon after taking charge of this agency I caused to be sent a notice to every man living upon or running cattle on the reservation to report to me at once, either in person or by letter, the time at which they located on the reservation, and the number of cattle they own running at large on the same.

The information gained I now report to the Department, and await its action in the matter:

William Jones: Bought out a squatter named Trimble since the setting aside of the reservation. He is contract butcher at Fort Washakie. He has 23 acres under fence, mostly broken. Has running on the range about one hundred and fifty head of cattle. Is a married man with five children. I believe him to be a good citizen.

William Evans: Settled here in the spring of 1868, prior to setting aside the reservation. Has 75 acres under fence, 60 acres broken. Has about fifty head of cattle on range. Values his real estate at $4,000.

Nelson Larnall: Has 80 acres under fence, about 50 broken. Bought right from Doty in 1880. Is interpreter at fort. Values property at $2,000.

James Rogers: Located in 1867. Has under fence 90 acres, 60 acres broken. Has about two hundred head of cattle. Is a good old citizen, and has Washakie's permission to run his cattle. Value, $5,000.

Charles Losell, Frenchman: Has lived fifty-one years in these mountains; came when he was fourteen years old; has Indian wife; two unmarried children; several married. Has about two hundred head of cattle and thirty head of horses. His son bought out a squatter named Lamereaux, adjoining place. Gave twelve cows and calves purchase-money. I am afraid bad men use the old man's place for a retreat—more sinned against than sinning.

William O'Neill: Came on in 1875; 80 acres meadow under fence; 600 head; married half-breed Shoshone.

J. D. Woodruff: Caught on the reservation by snow last fall with 6,000 sheep; has paid the Indians, and they are satisfied with him. I have told him to move as soon as possible. He would like to stay and pay for privilege.

John Lee: Cabin on Upper Wind River; cattle came on reservation in winter; runs about 700 head, and is willing to pay per head for grazing.

Boyd & Stephenson: Is on the northwest corner of reservation by permission of Washakie; is willing to pay per head.

Speed Stajner: Is on the northeast corner of reservation; came on in 1878; wife is half-breed; has fenced 80 acres meadow; has over 500 head; is friendly with the Indians.

James Irvin: Has 2,000 sheep. They winter on the reservation, but I believe at present are not on it.

Robert Bragg: Is herding sheep on shares with or for a man named Amoratti, a man of means in London; has about 2,000 in band.

Philip Vidau: Ranges on Upper Wind River; most of time not on reservation, but in winters the cattle come down to the bottom land on the river; has permission from Washakie; has about 70 head cattle and 60 horses.

Some others have been on the reservation, but I believe the above list covers the present squatters.

The subject-matter is now before you, and I await your decision. It is a hard matter to determine just what ought to be done. Some of the early settlers may have some right; the others none.

All of which I respectfully submit.

S. R. MARTIN,
United States Indian Agent.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
May 15, 1884.

SIR: I have received your letter of the 11th ultimo, wherein you submit a list of settlers, squatters, and cattle-rangers on the Wind River Reservation, and ask what action shall be taken with regard to them.

In reply I inclose herewith a copy of House bill No. 1712, introduced at the present session of Congress, "for the relief of certain settlers in the Wind River Valley, Wyoming Territory;" also a copy of a report made by this office thereon to Congress on the 7th February last, in which reference is had to an estimate submitted by late Agent Irwin, February 12, 1876, of the value of the improvements made by nine settlers therein named, including William Evans, James Rogers, and William Jones, severally mentioned in your letter, prior to the ratification of the treaty with the Shoshones and Bannacks, of July 3, 1868 (15 Stat., 673).

These claims were favorably reported upon by this office May 2, 1876.

Subsequently, May 21, 1880, the claim of William Jones, $500, was disapproved by this office on the ground that his settlement and improvements appeared to have been made subsequent to the ratification of the treaty. This action, you will perceive, was substantially confirmed by this office, in its report on the present bill, by a recommendation that the amount thereby provided to be paid should be reduced to $9,371.50.

No definite action has as yet been taken by Congress on the bill.

Pending such action, however, I think that William Evans and James Rogers, although having no legal claim against the Government by reason of having made their improvements on unsurveyed lands, may be permitted to remain, temporarily, during good behavior, with consent of the Indians and subject to your approval, with the understanding, however, that they shall make no further improvements, and hold themselves in readiness to move off the reserve as soon as their claims have been adjusted by Congress.

William Jones, contract butcher at Fort Washakie, bought out squatter right since the reservation was set aside; has 23 acres under fence, mostly broken; ranges about 150 head of cattle; married man, with 5 children; believed to be a good citizen. This man, for reasons above stated, appears to have no legal claim on the Government, but considering his occupation, may also be permitted to remain temporarily with the Indians' consent. He should, however, be required to compensate the Indians for the privilege of grazing, and be cautioned against making further improvements. Let him understand that he is only on the reservation by sufferance.

Nelson Yarnall, interpreter at post. Bought right from Doty in 1880; has 60 acres under fence, about 50 broken; values property at $2,000. See remarks in case of William Jones.

Charles Sorell, William O. Neill, Speed Stagner, all reported to have Indian wives, and to have made more or less improvements in the way of fencing, &c. If these men are recognized by the tribe into which they have married, and their presence is not objectionable to the Indians, I do not think they should be disturbed, so long as they behave themselves and have a proper care for their wives and families. If you know of any reason to the contrary you will advise this office.

J. D. Woodruff, John Lee, Boyd and Stephenson, James Irvin, Robert Bragg, Philip Vedace, all reported to be grazing cattle on the reserve.

The views of the Department upon the grazing question are substantially as follows:

Whilst the Department recognizes the right of the Indians in their tribal capacity to allow temporary grazing privileges under the provisions of section 2117, Revised Statutes, it does not recognize their right to *lease* the lands or create any encumbrance thereon, or in any manner give to parties rights that will exist after the lands cease to be a part of the Indian reservation.

If the Indians of their own motion choose to allow stockmen to pasture cattle on the reservation, paying therefor a fair sum, they have the right to do so under the statute. Such privileges can only be recognized, however, when granted by the proper authority of the tribe, and the benefits must be participated in by all the tribe, not by a favored few only. No permanent improvements can be put up by the stockmen, and they must be held to a rigid observance of the intercourse laws and regulations of the Department touching the introduction of liquor, fire-arms, ammunition, &c. Under no circumstances should the agent initiate any movement looking to the granting of grazing privileges; all that he should do is to look after the interests of the Indians to see that they are not cheated or imposed upon. Of course all who are not willing to pay the Indians a fair price for the privilege of grazing should be removed from the reservation.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

S. R. MARTIN, Esq.,
United States Indian Agent, Shoshone Agency, Wyoming.

UNITED STATES INDIAN SERVICE,
Shoshone Agency, May 29, 1884.

SIR: The following is a copy of letter I have written and sent to every one running cattle or sheep on this reservation, trusting it will meet with your approval:

"SIR: Below you will find the views of the Department upon the grazing question; also, the schedule of prices for grazing privilege adopted by me for the reservation.

"In coming at a proper compensation I have consulted most, if not all, enjoying the advantages of this reservation, and believe the prices per head fixed upon is just and fair, both to the cattlemen and Indians, viz:

"All cattle dropped prior to October 1 must be counted on the following spring round-up, and the number of the herd so constituted must be returned to the office of this agency on or before June 30 of each year. Every herd so counted and returned shall pay to a fund for the benefit of the Indians the sum of 20 cents per head.

"All sheep dropped prior to January 1 shall be counted and a return made to the office of this agency on or before June 30 of each year of the number of sheep in band so constituted, and for every sheep so counted and returned a charge of 5 cents per head will be made, to be paid into a fund for the benefit of the Indians.

"Any one making an intentional false return of the number of cattle or sheep he is running on this reservation, or neglect to make the proper return on or before the 30th day of June, will be considered to have forfeited all right to remain, and prompt measures will be taken to see that his herd or band be driven off this reservation.

"As every one who pays for the privilege is interested in seeing that the men who do not pay do not consume the grass, I trust all interested will give me their assistance in enforcing this order.

"The views of the Department are as follows: 'The Indians may allow temporary grazing privilege—they have no right to *lease* the lands or in any manner give parties rights that will exist after the lands cease to be a part of the Indian reservation. No permanent improvements can be put up by the stockmen and they will be held to a rigid observance of the intercourse laws and regulations touching the introduction of liquor, fire arms, ammunition, &c.

"'All who are not willing to pay the Indians a fair price for the privilege of grazing must be removed from the reservation."

Very respectfully,

S. R. MARTIN,
United States Indian Agent.

To Hon. COMMISSIONER OF INDIAN AFFAIRS.

LANDER, WYO., *June* 27, 1884.

SIR: The stockmen of Fremont County would respectfully represent that the tax imposed on them by the Department of Interior will work a great hardship as the sum of 25 cents per head is demanded from them by the agent at the Shoshone Agency for all cattle, horses 50 cents, or sheep 5 cents, that may stray upon the said reservation or by any means be found on said reservation; and the stock growers of Fremont County do hereby protest against the payment of said tax so levied by the agent in behalf of the tribes located thereon, unless said Indians shall be confined to their reservation and not allowed to roam over the body of the county of Fremont, killing and destroying the game in violation of law, and passing through farms and inclosures to the injury of the owners of ranches, and to the annoyance of all settlers. While the Shoshone and Arapaho tribes are required to transport their own supplies from the N. P. R. R. to their agency along the main thoroughfares there is no excuse for 100 or more male Indians of said tribes, saying nothing of women and children, who are at this time hunting south of the south line of their reservation.

In view of these facts, we appeal to you for such relief as the Government of the United States, through its representatives, can give in such cases. A double tax, one paid to the Indians, another to the county, will be detrimental to the interests of stockmen generally. We do not intend this grievance to apply in any way to parties residing on the Shoshone Reserv tion; it only covers the case of those living adjacent to the said reservation.

In behalf of the people, I am, very respectfully, yours,

BENJ. F. LOWE,
Sheriff.

The Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 18, 1884.

SIR: I inclose herewith a copy of a letter received from the sheriff of Fremont County, dated the 27th ultimo, protesting against the tax imposed upon all cattle, horses, &c., straying upon the reservation, unless the Indians shall be restrained from roaming over Fremont County, killing game and trespassing upon the property of settlers.

An early report from you on the subject is desired, and measures should be promptly taken to confine the Indians to their reservat

Very respectfully,

H. PRICE,
Commissioner.

S. R. MARTIN, ESQ.,
United States Indian Agent, Shoshone Agency, Wyo.

UNITED STATES INDIAN SERVICE,
Shoshone Agency, July 29, 1884.

DEAR SIR: Yours Land 12420, '84, with inclosures, received, and I hasten to answer.

I have seen Mr. Benjamin Frank Lowe, sheriff of Fremont County, and have asked him to give me the names of the stockmen he assumed to represent, and who were objecting to the tax I had levied upon cattle and horses feeding and living on this reservation, not those that have "strayed" onto it. He declined giving any names. I will, therefore, confine myself to facts.

Sec. 269, printed instructions to Indian agents, says: No white persons permitted under any circumstances to graze cattle or other stock upon Indian reservations without having first obtained the consent of the Indians and the approval of the agent thereto; and subject to such rate of compensation as may be prescribed by the agent, &c. By letter 7718, I was ordered to carry out the above instructions. In furtherance of the above object, I notified such cattlemen as were known to keep their herds upon the reservation, and the prices fixed upon was that agreed upon as right and just, after consultation with most of them. And to the credit of those using the reservation it may be said, that I have yet to learn of one who objects to pay his tax to the agent for the benefit of the Indians. Now, who are those objectors, if any? They are a set of men who for sixteen years have been making their living by stealing from the Government and from the Indians, robbing the Government by the wagon load, according to their own statement made in the presence of witnesses, and the Indians, by branding their calves whenever found. This was all done in the days that are no more. They acknowledge that there is nothing left to steal, and that they must now do an honest day's work for an honest day's pay, and as the county has now been organized into the county of Fremont, taxes will have to be paid, and they will have to pay their share.

This reservation forms a large part of the new territory they wish to include in the county, but as the organic law which made the Territory of Wyoming declared this reservation no part or parcel of the said Territory of Wyoming, the county commissioners are trying to find some way to collect taxes on this reservation, and they think that if they can get the cattlemen relieved of the grazing tax they will be willing to pay county tax on their cattle. If county officers are to be allowed to overrun Indian reservations, assess taxes, and distrain for the collection of the same, the authority of the Department will soon be usurped by the civil officers of the Territory, and power and control pass out of the hands of agents.

This reservation is no part or parcel of Fremont County, Wyoming, and the sooner the officers of said county are so notified by proper authority the better for all concerned.

In answer to the assertion that "there is no excuse for one hundred or more male Indians of said tribe, saying nothing of women and children, who are at this time hunting south of the south line of their reservation," I state that it is a falsehood. Last week I took the census of the Arapahoes and I do not think there were as many as five absentees. Some Shoshones are out hunting, but this growl of the sheriff of Fremont County is the first complaint I have heard, and all men know that Indians do not hunt game "on farms and in inclosures," and I would call your attention to the fact that they are not there "in violation of law," for you will find by reference to page 934, Article 4, Revision of Indian Treaties, lines 41,638–39–40–41, "but they shall have the right to hunt on the unoccupied lands of the United States so long as

game may be found thereon and so long as peace subsists among the whites and Indians on the borders of the hunting districts."

Trusting I have fully answered the complaint of Benjamin F. Lowe, I have the honor to be,

Yours, very respectfully,

S. R. MARTIN,
United States Indian Agent.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.

SAN CARLOS RESERVE, ARIZONA.

KANSAS CITY, MO., *July* 14, 1884,
904 *Harrison street.*

DEAR SIR: During my residence in Arizona I became somewhat interested in the rosources of the San Carlos Reservation, and write you to know if there would be any probability of obtaining permission by leave, or otherwise, to utilize any portion of same for grazing purposes. At present there is a vast territory entirely unoccupied, or in any manner used by the Indians for any purpose, which is capable of sustaining and fattening vast herds of cattle.

If any agreement to occupy these ranges with cattle could be had, it could be made advantageous to the Government in producing a direct revenue for use of lands, and by furnishing beef for the Indians on the reservation, at a figure much less than now paid by the Government.

If such an agreement is possible, you can, no doubt, give me the desired information, and put me in communication with parties withwhom I would have to deal in order to secure such a contract or lease.

Trusting I am not trespassing upon your time or good nature by my inquiry, I am,

Very respectfully, yours, &c.,

A. E. CAMPBELL.

Hon. HIRAM PRICE,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 18, 1884.

SIR: I have the honor to inclose herewith a letter from W. E. Campbell, of Kansas City, Mo., asking to be advised as to whether any arrangement can be made, by lease or otherwise, giving him permission to graze cattle on the San Carlos, or, more properly, the White Mountain Indian Reservation, in Arizona Territory.

In view of the unsettled condition of affairs on said reservation, I respectfully ask to be informed whether in this particular case it would be expected that this office would be governed by the views of the Department as expressed in letter of April 25, 1883, upon a certain lease or agreement made by E. Fenlon, esq., with the Cheyenne and Arapaho Indians in Indian Territory.

In the judgment of this office, it would be unwise to permit the introduction of cattle by stockmen on said reservation.

The return of Mr. Campbell's letter is requested.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, September 12, 1884.

SIR: I return herewith the letter of W. E. Campbell, of Kansas City, Mo., which accompanied yours of 18th ultimo, asking whether any arrangement can be made, by lease or otherwise, giving him permission to graze cattle on the San Carlos or White Mountain Indian Reservation in Arizona.

I concur in the views expressed by you that, owing to the present unsettled condition of affairs on said reservation, it would be unwise to permit the introduction of cattle by stockmen upon these lands, and you will so inform Mr. Campbell.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 29, 1884.

SIR: In reply to your letter of July 14, 1884, asking whether any arrangement can be made, by lease or otherwise, giving you permission to graze cattle on the San Carlos or White Mountain Indian Reservation in Arizona Territory, I have to say that the matter having been referred to the Department with a statement of the views of this office thereon, the honorable Secretary of the Interior replied, under date of the 12th instant, as follows: 'I concur in the views expressed by you that, owing to the present condition of affairs on said reservation, it would be unwise to permit the introduction of cattle by stockmen upon these lands, and you will so inform Mr. Campbell."

Very respectfully,

H. PRICE,
Commissioner.

W. E. CAMPBELL,
No. 904 *Harrison Street, Kansas City, Mo.*

OMAHA RESERVE, NEBRASKA.

UNITED STATES INDIAN SERVICE,
Omaha and Winnebago Agency, Nebraska, August 7, 1884.

SIR: Herewith I inclose application of Mr. Edward Farley for lease of unallotted lands on the Omaha Reservation.

These lands are surrounded on three sides by lands allotted to Omaha Indians, on which improvements are being made; many of them have broken considerably, and have planted trees and put in crops.

The herders who were permitted to bring cattle on the reservation have permitted their cattle to trespass on the Omaha settlers to their great detriment.

These depredations have caused troubles which have been very difficult to adjust.

These difficulties will increase each year as the settlers improve and occupy their lands, until very soon, perhaps next year, their lands will be unoccupied and they receive no income from them. These lands for which Mr. Farley asks lease must of necessity be fenced before they can be used as herding grounds, and no one can fence lands for which they have the precarious tenure of yearly permits.

The proposition of Mr. Farley will give the Omahas a greater income from herding privileges than they have been receiving heretofore from all their lands.

I have the honor to recommend that Mr. Farley be granted a lease of the lands for which he applies.

Very respectfully, your obedient servant,

GEO. W. WILKINSON,
United States Indian Agent.

The Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

[Inclosure.]

OMAHA AGENCY, *July* 28, 1884.

SIR: I have the honor to ask to lease for a period of twenty years from the Government the unallotted lands on the Omaha Reservation, in township 25, range 8 east, embracing 18,000 acres, more or less, at the rate of 4 cents an acre, each year in advance, beginning with January 1, 1885.

Very respectfully,

EDWARD FARLEY.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., October 2, 1884.

SIR: I am in receipt of your letter of August 7, 1884, inclosing the application of Edward Farley to lease the unallotted lands of the Omaha Indian Reservation in Nebraska, in township 25, range 8 east, for the period of twenty years, at the rate of 4 cents per acre per annum.

In submitting the application you recommend for certain reasons given that the lease be granted.

In reply, I have to say that by the act of August 7, 1882 (Stat. 22, p. 341), the unallotted lands of said reservation are held in trust by the United States, and are to be held for a period of twenty-five years.

The act also provides that to each Omaha child who may be born prior to the expiration of that period allotments shall be made and patented out of the unallotted lands in question.

The heads of families of such children as may be thus entitled to future allotments would undoubtedly have the right to select their children's allotments from the whole body of unallotted lands, and I think that is a sufficient reason, if there were no other, for keeping the lands unincumbered. It would be unwise to take the risk of becoming involved in obligations or liabilities in respect of any portion of said lands.

Why cannot the Indians turn their attention to stock-raising to some extent themselves? There is great profit in the business and a start can be made with very small beginnings. They have excellent opportunity, having an immense area of unoccupied land, and when the proceeds from the sale of their lands on the west side of the railroad become available they might be assisted in their stock-raising, both in the purchase of stock and in the improvement of what they have.

I think they should be encouraged to do more in stock-raising.

I see by your last year's report that they have altogether 800 head of cattle. With the facilities they have this number might be largely increased.

Very respectfully,

H. PRICE,
Commissioner.

GEO. W. WILKINSON, Esq.,
United States Indian Agent, Omaha Agency, Nebr.

KLAMATH RESERVE, OREGON.

UNITED STATES INDIAN SERVICE,
Klamath Agency, Oregon, September 11, 1884.

SIR: Mr. Matt. Obenchain, a citizen of good repute and well liked by the Indians, desires to rent for the pasturage of from 400 to 500 head of cattle a portion of this reservation, adjoining his ranch and hope in Sprague River Valley. The part of the reservation is described by natural boundaries, and is about 10 miles by an average of 5 or 6 miles. It is only fit for grazing purposes, and is but little used by the Indians themselves. There are in this vicinity several white settlers that are continually allowing their cattle to trespass upon this part of the reservation, especially during the winter, causing the Indians a good deal of trouble. One of these parties has been recently sued for such trespass.

Mr. Obenchain makes the following offer: He will pay $300 per year for the privileges asked for confining his cattle to the limits described in the agreement; will keep all other white settlers' cattle from trespassing upon this part of the reservation; neither will he debar any Indian stock from pasturing at any time upon the land thus rented, or any Indian from cutting all the hay that may be included within the prescribed limits, or from fencing such hay land.

These are outlines of a proposed agreement. Mr. Obenchain would like to know whether such an agreement would be allowed, as soon as possible in order to do considerable needed fencing this fall to keep off the reservation the stock of other settlers.

If necessary for this purpose he will be willing to pay the expense of a telegraph to me if such an agreement will be approved by your office. I would respectfully ask that such telegram be sent.

I heartily approve such an agreement, and would be glad to have its avails set apart for the purpose of building a saw-mill for the Indians on the Yainax part of the reservation. These Indians are anxious for such an arrangement or such an agreement.

Very respectfully,

LINUS M. NICKERSON,
United States Indian Agent.

HON. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 16, 1884.

SIR: I have received your letter of the 11th ultimo submitting a proposition of Mathew Obenchain, "a citizen of good repute and well liked by the Indians," to rent, for the pasturage of from 400 to 500 head of cattle, a portion of the Klamath Reservation adjoining his ranch in Sprague River Valley, defined by natural boundaries, and covering an area of about 10 miles by an average of 5 or 6 miles, for which he offers to pay the sum of $300 per year, confining his cattle to the limits prescribed, and keeping all other white settlers' cattle from trespassing thereon, and reserving to the Indians the right to pasture their stock and to cut all the hay on said tract and the right to fence the hay land.

It appears from the letter that the tract in question is only fit for grazing purposes, and is but little used by the Indians themselves, who are nevertheless continually disturbed by the trespasses of cattle of adjoining settlers thereon.

Mr. Obenchain's proposition meets your approval, and the Indians, you state, are desirous that the arrangement should be perfected.

In reply, the views of the Department on the grazing question may be substantially stated as follows:

1. While the Department recognizes an implied right of the Indians, under section 2117, Rev. Stat. (Comp. Ind. Laws, Ed 1883, p. 48), in their tribal capacity to grant permission to parties to graze cattle on the unoccupied lands of their reservations, on fair and reasonable terms, subject to such supervision as the Department may consider proper, to prevent the Indians from being imposed upon, it does not recognize their right to *lease* such lands or to create any incumbrance thereon, or in any manner give to parties rights, the existence of which may be disputed after the lands shall cease to be a part of the reservation; and no leases or agreements looking to that end will receive the approval of the Department.

2. Grazing privileges can only be recognized when granted by the proper authority of the tribe, and the benefits thereof must be participated in by all the tribe—not by a favored few only.

3. It is not desirable that a large number of white herders should be allowed on the reservation, as their presence will be of doubtful advantage to the Indians. A few responsible men can easily oversee Indian herders who, it is believed, can be employed advantageously to the cattle-owners as well as to the Indians.

The Indians so employed will soon become skillful herders, familiar with cattle-raising, and may avail themselves of the knowledge thus acquired and become stock-raisers themselves.

4. No permanent improvements can be put up by the stockmen, and they must be held to a rigid observance of the intercourse laws and regulations of the Department touching the introduction of questionable characters, liquor, fire-arms, ammunition, &c.

5. By the general deficiency act approved March 3, 1883 (22 Stat., 590), "the proceeds of all pasturage and sales of timber, coal, or other product of any Indian reservation, except those of the five civilized tribes, and not the result of the labor of any member of such tribe, shall be covered into the Treasury for the benefit of such tribe, under such regulations as the Secretary of the Interior shall prescribe."

In this connection your attention is invited to office circular No. 135, September 10, 1884. (Misc. Receipts, Class 3.)

6. Whenever there shall be any just cause for dissatisfaction on the part of the Indians, or when it shall appear that improper persons are on the reservation under cover of grazing privileges, or for any reason the Department shall consider it desirable for the public interest to do so, it will exercise its right of supervision to the extent of removing all occupants from the reservation on such notice as shall be right and proper under the circumstances, and all persons seeking grazing privileges on an Indian reservation must clearly understand that they accept the same, subject to the foregoing conditions and to any future action of Congress, with reference to such reservation, and in the premises generally.

Of course, all persons who are not willing to pay a fair consideration in cattle or money for the privilege of grazing should be removed from the reservation, and in the event of their return and failure to comply with the conditions prescribed by the Department, will be reported to the United States district attorney for prosecution, under section 2117, Rev. Stats., above referred to.

You will acknowledge receipt hereof.

Very respectfully,

H. PRICE,
Commissioner.

L. M. NICKERSON, Esq.,
United States Indian Agent,
Klamath Agency, Lake County, Oregon.

UNITED STATES INDIAN SERVICE,
Klamath Agency, Oregon, November 10, 1884.

SIR: I have the honor to report that your office letter dated October 16, 1884, file mark, Land, 18323–84, has been received. In a few days I will make copies of a contract in accordance with instructions, obtain Mr. Obenchain's signature, and forward a copy to your office for your action thereon.

Very respectfully,

LINUS M. NICKERSON,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington D. C.

UNITED STATES INDIAN SERVICE,
Klamath Agency, Oregon, November 29, 1884.

SIR: Inclosed please find copy of contract with Mr. Matt Obenchain, of Sprague River, for the privilege of pasturing cattle upon the reservation as per your office letter of October 16, 1884, in answer to mine of September 11, 1884.

Trusting that this agreement will be approved, I am,

Very respectfully, yours, &c.,

LINUS M. NICKERSON,
United States Indian Agent.

Hon. H. PRICE,
Commisisoner Indian Affairs, Washington, D. C.

[Inclosure.]

This agreement, made this first day of November, 1884, between Linus M. Nickerson, U. S. Ind. agent, for and on behalf of the United States of America, party of the first part, and Matt Obenchain, of Bly, Klamath Co., Oregon, party of the second part, witnesseth:

That the party of the first part agrees to lease for a term of five years from November 1, 1884, to the party of the second part, for the purpose of pasturing not more than five hundred (500) head of cattle, the personal property of the party of the second part, that portion of the Klamath Indian Reservation defined by natural boundaries, as follows:

Beginning at the north bank of Sprague River on the eastern boundary line of the reservation, and from thence along said boundary line north to the extent of ten miles; from thence due west to the Sican River, thence down the east bank of the Sican River to its junction with Sprague River, thence easterly along the north bank of Sprague River to the place of beginning, for the sum of three hundred dollars per annum, payable semi-annually at Klamath Agency, Oregon.

It is further agreed that the party of the second part shall build and maintain a substantial fence upon the reservation along the eastern boundary of the above-described tract, and upon the expiration of this agreement he shall be allowed to remove said fence from the reservation.

The party of the first part reserves the right to cancel this agreement and cause the removal of all cattle grazing on the reservation under this lease whenever there shall be just cause for dissatisfaction on the part of the Indians, or when it shall appear that improper persons are on the reservation under cover of this agreement, or whenever for any reason the Indian Department shall consider it desirable for the public interest to do so, or whenever any future action of Congress may make it necessary, on such notice as shall be right and proper under the circumstances.

It is further agreed that the Indians shall not be deprived of the privilege of grazing their stock upon said portion of the reservation in such numbers as would naturally of their own accord graze thereon; and furthermore, the Indians shall have the privilege of cutting any or all the hay that may be grown on said tract, and shall retain the privilege of fencing any or all of the hay land on said tract for their exclusive benefit.

And the party of the second part hereby agrees to pay semi-annually at Klamath Agency, Oregon, to the party of the first part, or his successor in office, the sum of three hundred dollars ($300) per annum, payable semi-annually at Klamath Agency, Oregon, on or before the first day of December and the first day of April of each year during the continuance of this agreement.

The party of the second part further agrees, from April 1, 1885, to the expiration of this agreement, to keep the cattle of all other white settlers from trespassing on said tract, and to conform, from the date of this agreement, to such regulations as the Indian Department may deem proper for the protection of the Indians.

Dated this first day of November, 1884.

LINUS M. NICKERSON,
United States Indian Agent.

Witnesses:
GEO. W. LOOSLEY.
GEO. GILBERT ANDERSON.
Klamath Agency, Oregon.

MATT. OBENCHAIN. [SEAL.]

Witnesses:
WILLIAM T. LEEKE.
CASSIE QUIGLEY.
Klamath Agency, Oregon.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 22, 1884.

SIR: I have received your letter of the 29th ultimo, transmitting for approval an agreement dated November 1, 1884, made between yourself, as United States Indian agent, on behalf of the United States, and Matt. Obenchain, of Klamath County, Oregon, whereby you agree to lease to him for a term of five years from November 1, 1884, at a rental of $300 per annum, for the purpose of pasturing not more than 500 head of cattle, a portion of the Klamath Reservation, as therein described.

In my letter of October 16 last, informing you of the views of the Department on the grazing question, I expressly stated that the Department "does not recognize their (the Indians') right to lease such lands, or to create any incumbrance thereon, or in any manner give to parties rights the existence of which may be disputed after the lands shall cease to be a part of the reservation; *and no lease or agreements looking to that end will receive the approval of the Department.*" And again, "Grazing privileges can only be recognized when granted by proper authority of the tribe." * * *

It was not to be inferred from this that the *agent* could make a lease, as you seem to have assumed in the present instance. The honorable Secretary finding no authority for the making of leases or agreements by the Indians or by the Department, has uniformly declined to approve any such without the sanction of Congress, and in this view of the matter referred the entire subject to Congress, where it is now undergoing investigation.

Pending such investigation, this office deems it inexpedient to take any action in the matter other than to return the lease without approval, and to disavow your action as unauthorized. You will notify Mr. Obenchain accordingly and prohibit him against erecting any fences on the reservation, or the exercise of any privileges sought to be conferred by the lease, which is herewith returned for cancellation.

Very respectfully,

H. PRICE,
Commissioner.

L. M. NICKERSON, Esq.,
United States Indian Agent, Klamath Agency, Oregon.

QUINAIELT RESERVE, WASHINGTON TERRITORY.

OFFICE OF THE
CHEHALIS VALLEY VIDETTE,
Montesano, Wash., 11—15, 1884.

DEAR SIR: I write you with reference to securing the privilege of pasturing stock on the Quinaielt Indian Reservation, which lies just north of Gray's Harbor, in Washington Territory, and first it will be proper for me to introduce myself. I am a newspaper man by profession, and some two years since located a Republican newspaper in this Gray's Harbor region, my journal being the pioneer enterprise of its kind west of Puget Sound, in this Territory, and an institution which, without boasting, can be said to have done excellent service both for the party and in the way of advertising this new country. My publishing business is still prosperous, but overwork and too close confinement to indoor business has broken my health, and I am assured by my

physicians that a change of occupation, and especially out-door life, is essential to my recovery.

This is a timbered region, and the facilities for stock raising are extremely limited. There are, however, upon the reservation in question several small prairies which an expenditure of a few hundred dollars, in clearing trails to them from the coast, would render available for stock raising purposes upon a limited scale. If I could secure a permit to use them, paying to the Indians the usual, and I believe stipulated, price per head for grazing stock upon them, I think I could, in the course of two or three years, render them profitable to myself and the Indians as well, whereas at present they are a source of revenue to no one, the whites not being allowed to use them, and the Indians upon the reservation being few in number and entirely too poor to own stock.

These Indians are very poor and often reduced to the verge of starvation; this winter especially, the outlook for them is very dismal, their agent, Captain Willoughby, having told me a few days since that they have no provision and no money, and that if relief does not come to them from some source they must suffer severely during the coming winter.

If I could make the arrangement in question I am confident that I could help them some, very shortly, and could within the year make the rental of their lands a source of permanent revenue to them.

As to my character and reputation I can refer you to Governor Squires and Ex-Governor Newell, of this Territory; also to Secretary Owings, surveyor-general McMicken, and to any of the other leading men of the Territory whom you may wish to consult. Hoping to hear from you at your earliest convenience, and that you may feel disposed to consider favorably the proposition I have submitted,

I remain, yours, very truly,

JOHN W. WALSH,
Montesano, Chehalis County, Wash.

HON. HIRAM PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 5, 1884.

SIR: In reply to your letter of the 15th ultimo, applying for the privilege of pasturing stock on the Quinaielt Indian Reservation, you are informed that the whole subject of letting grazing lands on Indian reseservations is now being considered by Congress, and that pending the decision of that body action by this office on all applications of this character is suspended.

Very respectfully,

H. PRICE,
Commissioner.

JOHN W. WALSH, Esq.,
Office Chehalis Valley Vidette, Montesano, Wash.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 18.

LETTER

FROM

THE ATTORNEY-GENERAL,

ASKING

Additional appropriations for defending suits brought in the Court of Claims under the act of March 3, 1883.

JANUARY 6, 1885.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, January 5, 1885.

SIR: On March 17, May 31, and June 26, 1884, this Department addressed communications to the Senate and House of Representatives respectively, concerning the necessity of an increased appropriation to be expended in the defense of suits brought in the Court of Claims, in consequence of the large number of claims referred to that court by the two houses, under the provisions of the act of March 3, 1883, commonly known as the Bowman act.

It was stated that the additional amount asked for was necessarily an estimate, based upon the experience and judgment of the officers of this Department as to the probable demands of the service required.

Congress saw fit to add but $1,000 to the former appropriation of $9,000 for such expenses, perhaps on the ground that there would be an opportunity for increasing the amount at the next session if it should be found necessary.

It becomes my duty to call your attention to the well-nigh established certainty that the amount appropriated will be insufficient for the proper defense of such suits. I reach this conclusion from the fact that the actual expenditures and liabilities incurred during the first half of the fiscal year amount to about two-thirds of the appropriation of $10,000 made. I think the ratio of expenditure for the ensuing six months will probably be greater, and that not less than $5,000 will be needed to supply the deficiency.

If nothing is done to remedy this condition of things, it would seem that the work of defending said suits will be brought to an end in about three months, for want of funds to continue it through the fiscal year.

I am not willing that the responsibility for such consequences as may arise shall rest upon me, and therefore again respectfully and seasonably ask that proper provision be made for the protection of the public interest, and for recognizing the right of claimants in the court, that

their cases be not delayed by any enforced inaction on the part of the defense.

I shall be pleased to communicate any further information that may be desired in the premises.

Very respectfully,

BENJAMIN HARRIS BREWSTER,
Attorney-General.

Hon. GEORGE F. EDMUNDS,
President pro tempore of the Senate.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 19.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In answer to Senate resolution of December 23, 1884, report of Commissioner of Indian Affairs regarding the price paid for certain Cherokee lands.

JANUARY 6, 1885.– Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 3, 1885.

SIR: I have the honor to acknowledge the receipt of the following resolution of the Senate, dated December 23, 1884:

Whereas by the act of March 3, 1883, the sum of $300,000 was appropriated by Congress for the benefit of the Cherokee Nation of Indians "out of the funds due under appraisement for Cherokee lands west of the Arkansas River": Therefore,

Be it resolved, That the Secretary of the Interior be, and he is hereby, directed to inform the Senate, as soon as practicable—

First. What was the price paid said Cherokee Nation per acre for their lands west of Arkansas River.

Second. Whether there has been more than one appraisement of such lands; and if so, what, and by what authority.

Third. If the payment of said $300,000 was on account of any lands belonging to said Cherokee Nation west of the Arkansas River other than the lands occupied by the Pawnees, Nez Percés, Poncas, Otoes, Missourias, and Osages.

In reply, I respectfully transmit herewith copy of report of 30th ultimo from the Commissioner of Indian Affairs, to whom the subject was referred, embodying the information called for in said resolution.

Very respectfully,

H. M. TELLER,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 30, 1884.

SIR: I have the honor to acknowledge the receipt, by Department reference, for report, of Senate resolution dated December 23, 1884, referring to the act of March 3, 1883, appropriating the sum of $300,000, to be paid to the Cherokee Nation of Indians out of the funds due under appraisement for Cherokee lands west of the Arkansas River, and directing the Secretary of the Interior to inform the Senate as soon as practicable—

First. What was the price paid said Cherokee Nation per acre for their lands west of the Arkansas River.

Second. Whether there has been more than one appraisement of such lands; and if so, what, and by what authority.

Third. If the payment of said $300,000 was on account of any lands belonging to said Cherokee Nation west of the Arkansas River other than the lands occupied by the Pawnees, Nez Percés, Poncas, Otoes (and) Missourias, and Osages.

In reply, I have to state that the Cherokees have not been paid for all their lands lying west of the Arkansas River.

There are of these lands 6,574,586.56 acres, of which there has been but one appraisement.

The appraised value of these lands, as fixed by the President June 23, 1879, by virtue of the authority vested in him by the act of 1872 (17 Stat., 190), and the act of 1876 (19 Stat., 120), is as follows, viz:

230,014.04 acres, at 70 cents per acre, Pawnees; see act 1876 (19 Stat., 28)	$161,009 82
6,344,572.51 acres, at 47.49 cents per acre	3,013,037 48
6,574,586.55 acres	3,174,047 30

The following dispositions have been made out of the lands in question, viz:

To the Pawnees, act 1876 (19 Stat., 28):	
230,014.04 acres, at 70 cents per acre	$161,009 82
To the Nez Percés, act 1878 (20 Stat., 74):	
90,710.89 acres, at 47.49 cents per acre	43,078 60
To the Poncas, act 1881 (21 Stat., 422):	
101,894.31 acres, at 47.49 cents per acre	48,389 46
To the Otoes and Missourias, act 1881 (21 Stat., 380):	
129,113.20 acres, at 47.49 cents per acre	61,315 85
551,732.44 acres	313,793 73

On account of the Cherokee lands lying west of the Arkansas River, the following payments have been made, viz:

Under act June 16, 1880 (21 Stat., 248)	$300,000 00
Under act March 3, 1881, Poncas (21 Stat., 422)	48,389 46
Under act March 3, 1883 (22 Stat., 624)	300,000 00
Total	648,389 46

This sum is $334,595.73 in excess of the value of the lands disposed of at the price fixed by the President.

With the exception of the Poncas, in which case an express appropriation was made, this Department holds that the above-named appropriations were made on account of *all* the lands of the Cherokee Nation lying west of the Arkansas River, including the assignments made therefrom, as above stated.

The acts of June 16, 1880, and March 3, 1883, expressly provided that the appropriations thereby made were to be paid to the Cherokee Nation out of the funds due, under appraisement, for its lands west of the Arkansas River.

The Pawnees, Poncas, Nez Percés, and Otoes and Missourias have made no payments to the Cherokees for the tracts occupied by them respectively. All payments made on account of these lands have been made by the Government.

The Osages, mentioned in the third subdivision of the resolution, are located on lands lying east of the Arkansas River, and which are not covered by the above-named appropriations. See act of 1872 (17 Stat., 228).

The resolution of the Senate is herewith returned.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

O

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 20.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In compliance with law, letter of the Commissioner of Indian Affairs, with report upon the coal on the White Mountain Reservation in Arizona.

JANUARY 6, 1885.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 26, 1884.

SIR: I have the honor to transmit herewith a copy of letter of the 6th instant from the Commissioner of Indian Affairs, inclosing copy of the report of the Commission appointed under provisions of the act of July 4, 1884 (Pamph. Laws, 1883–'4, p. 95), to examine coal on the White Mountain Indian Reservation, in the Territory of Arizona.

The law referred to requires that this report shall be transmitted to Congress.

Very respectfully,

H. M. TELLER,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 6, 1884.

SIR: I have the honor to acknowledge the receipt by your reference November 29, 1884, of the report, dated November 28, 1884, of the Commission appointed to examine and report upon the character, extent, &c., of the coal on the White Mountain Indian Reservation, in Arizona Territory, for examination and preparation for transmittal to Congress.

By act of Congress approved July 4, 1884 (Stat., 23–95), the Secretary of the Interior was authorized to detail a proper person or persons from the employés of the Geological Survey, and to also appoint a suitable person not then in the employ of the Government, "to examine and report upon the character, extent, thickness, and depth of each vein, the value of the coal per ton on the dump, and the best method to utilize the same, and to report their opinions as to the best method of disposing thereof within the limits of the White Mountain Indian Reservation,

in the Territory of Arizona, and the result of said investigation to the Secretary, and by him transmitted to Congress."

Michael Bannon, esq., of Baltimore, Md., and Charles D. Walcott, esq., of the Geological Survey, were designated by the Department to make the examination, &c., under the above authority, and instructions were issued to them by this office on the 8th August, 1884. They subsequently proceeded to Arizona in pursuance of their duties, and having made the required investigation submitted their report as of date above mentioned.

In returning the report to the Department, I beg leave to dissent from the opinion of the Commission, as expressed on page 8 thereof, that the original discoverers should have the right to explore and develop the coal-fields "*free of royalty*, during a period of three years."

I concur in the general plan of leasing upon a royalty system, and also in the suggestion that the original discoverers should have a preference right to lease, but I think the royalty of 10 cents per ton should be required on all the coal mined and taken from the reservation, whether in the development or subsequent working of the mines.

A copy of the report of the Commission, prepared in this office, is herewith inclosed, and also a copy of this report.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

Washington, D. C., November 28, 1884.

SIR: In compliance with instructions received from Hon. E. L. Stevens, Acting Commissioner of Indian Affairs, dated Washington, August 8, 1884, and approved August 13, 1884, by Hon. M. L. Joslyn, Acting Secretary of the Interior, we have the honor to submit herewith a report of the result of our investigation of the Deer Creek coal-field on the San Carlos or White Mountain Indian Reservation, Arizona.

Very respectfully,

M. BANNON,
CHARLES D. WALCOTT,
Commissioners.

The Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

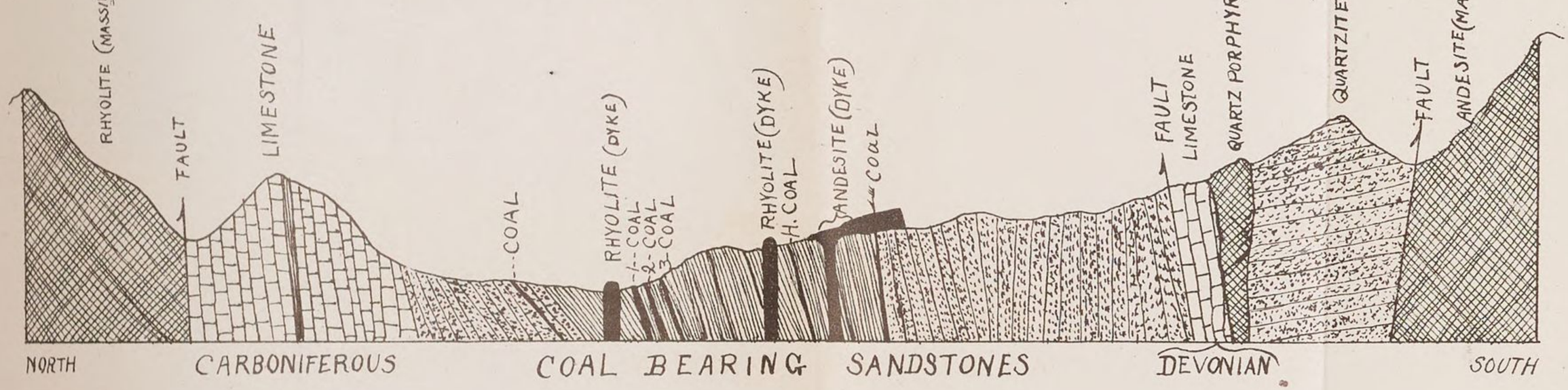
DEER CREEK COAL-FIELD, WHITE MOUNTAIN INDIAN RESERVATION, ARIZONA.

HISTORY OF DISCOVERY.

The first discovery of the presence of coal in the Deer Creek Valley, was made by David Anderson, a prospector, who at the time was searching for drinking-water in a small wash near the head of the valley. A dark band of dirt in the side of the wash attracted his attention, and led him to dig into it and ascertain that it was produced by the decomposition of coal. The date of the discovery was the latter part of January, 1881. Anderson notified the members of the prospecting party to which he belonged, and claims were at once staked out along the line of outcrop of the coal-bearing rocks. The work of developing was begun soon afterward, and carried forward as rapidly as the means at hand would permit. Shafts were sunk along the line of the coal-seams first discovered by Anderson, and numerous prospect holes dug wherever the coal "blossom" appeared.

In a letter to the Secretary of the Interior, dated Washington, D. C., February 16, 1884, the Hon. H. Price, Indian Commissioner, states that Indian Agent Tiffany, at the San Carlos Agency, notified the miners that they were within the limits of the

SECTION OF THE DEER-CREEK COAL-FIELD



S. EX. 20, 2, 48.

reservation, by posting notices dated March 4, 1881, on the trails leading to the mines, on the works about the mines, and also had the notice read to passers. This did not deter the prospectors, and the work of development went on until ———, 1883, when they were removed by order of the Department of the Interior, by the military under General Crook.

DEVELOPMENT.

Four beds have been worked sufficiently to show their character. One shaft was sunk 200 feet, another 150 feet. A tunnel was run 110 feet along the strike of the bed on which the 150-foot shaft was sunk, and a cross-cut of 40 feet made to a parallel bed. A number of shafts from 10 to 30 feet deep were opened on various beds.

The presence of water in the deeper shafts drove the miners out, and not having pumping machinery the shafts were abandoned; as little care had been taken in timbering, the sides have largely fallen in.

EXAMINATION OF THE COAL DEPOSITS.

When the Commission arrived at the coal-fields they found that nothing had been done towards cleaning out the shafts, and that it was not possible to have it done owing to the caving in of the sides of the shafts, and the presence of a continuous flow of water. A tunnel, cutting through two of the principal coal-beds, had been partially cleaned out by Mr. James Little and his associated prospectors, and gave a very favorable examination. All other coal-beds were examined in prospect holes, and cuts made across the strike of the strata.

The strike of the strata in which the coal-beds occur averages north 70° west (magnetic); the dip of the coal-bearing bituminous shales and overlying and underlying sandstone is 65° at the surface, increasing to 80° 100 feet below; the latter statement given by the miners. In the tunnel which cuts through two of the best beds thus far opened, the coal appears in the form of thin layers, interbedded with bituminous shale.

The section of the first bed cut by the tunnel gives—

	Ft.	in.
1. Black bituminous shaly coal, irregular, shining, but not of economic value	3.	00
2. Clear bituminous coal	0.	10
3. Bituminous shale with parting of coal similar to No. 2	4.	02
	8.	00

The second bed is 40 feet beyond, 3½ feet in thickness, with 10 inches of clear coal in one body.

A shaft was sunk on the first bed, and the miners stated that the coal thickened up as they went down, but from the fact that they made no distinction between the bituminous shaly matter and the true coal, little reliance can be placed on the statement as proving the existence of a thicker bed of coal. The displacement of the beds during the uplifting of the strata and the intrusion of the dikes of lava has plicated the coal-bearing shales in places and thus given a greater thickness in spots than the beds had originally.

CHARACTER OF THE COAL.

Analysis of coal from the 10-inch layers in the bed opened by the tunnel, as reported by Prof. F. W. Clark, chief chemist of the United States Geological Survey:

Analysis made by Mr. Edward Whitfield:

Moisture	.48
Volatile combustible matter	19.81
Combined carbon	61.01
Ash (pink color)	18.70
	100.00

Cooking properties poor.

A sample from the 10-inch layer in the bed cut out by the cross-cut from the tunnel gave—

Moisture	.56
Volatile combustible matter	17.50
Combined carbon	60.85
Ash (pink color)	21.09
	100.00

Cooking properties fair.

The coal is a hard bituminous, and as tested in the laboratory will make a fair coke, but not as good as that from the Raton district of New Mexico.

Before any expense is incurred in mining or preparing a coke plant, it would be well to have a practical coke-burner make a test at the mines of a considerable quantity of the coal, as the result on a large scale may differ somewhat from that obtained in the laboratory.

EXTENT OF THE DEPOSIT.

As now known, those beds that present the fairest prospect are limited to a narrow area, about 3 miles long, in the upper part of the valley, on what we have called the Anderson field. That they extend beneath the lava to the westward is quite probable, but to what extent or how much they have been broken up by the numerous dikes and masses of lava that traverse the strata is unknown.

Mr. James Little stated that he knew of at least 40 different seams of bituminous shale and coaly matter between the limestone and the uppermost bed containing coal, a distance of 2,700 feet on the surface, and 2,100 feet in thickness of strata. Of those the two seams shown in the tunnel, and the first one beyond and above, alone appear to be of economic importance.

It may be that when the work of development is carried forward, some of the beds not now opened will give thicker beds of workable coal than those exposed by the work done in the Anderson field, but this is uncertain and doubtful.

The strike of the coal-bearing strata is 60° W. (magnetic) in the upper end of the valley or on the Anderson field. The beds are traceable to the westward 5 or 6 miles, but the coal-bearing bituminous shales are largely covered by lava. Towards the lower end of the valley, about 10 miles from the Anderson field, the strike swings around to the east and west, and a few exposures of bituminous beds were observed. With the exception of a few prospect holes, no work has been done towards developing this portion of the field.

THICKNESS AND DEPTH OF EACH VEIN.

The 10 inch layers in the two beds cut by the tunnel are the only good coal-beds known to the Commission. To have ascertained the thickness of each bed carrying coal and the amount of coal was beyond the means the Commission had at its disposal; and from the surface outcrops it did not appear to be desirable or necessary, as only the beds of possible economic importance were considered as worthy of detailed examination.

The depth of the beds it is impossible to state. Standing at an angle of 60° to 80°, it is highly probable from the geologic structure, that they extend downward as far as it would be practicable and profitable to mine the coal if it exists in beds of sufficient thickness to work.

VALUE OF COAL ON THE DUMP.

Coke at the Copper Smelting Works in Globe (50 to 55 miles from the mines) costs from $55 to $65 per ton.

The cost of hauling coke from the Deer Creek coal-field to Globe would probably be from $20 to $25 per ton.

The coke produced from the coal, judging from the samples from the tunnel, will be of an inferior quality as compared with the coke now used at Globe, and of less value.

Placing the value of the coal at $10 on the dump (a value necessitated by the difficulties to be overcome in mining), the coke would cost from $35 to $40 per ton at the Globe smelters.

BEST METHOD OF UTILIZING THE COAL.

As the only market of any extent is the demand from the smelting works, the best method of utilizing the coal appears to be to reduce it to coke at the mines.

BEST METHOD OF DISPOSING OF THE COAL.

The question of the economic value of the coal-field is one of great doubt. The thin beds of coal, their disposition, which renders mining difficult and expensive, and the distance of the market, and that a small one for expensive coal or coke, all unite to discourage the investment of capital.

Whether it will pay to mine the coal is very doubtful, but if there are persons who think it will and are willing to attempt it, it is our opinion that to give the original discoverers the right to explore and develope the coal-field free of royalty during a period of three years, provided work is begun within six months and carried forward continuously, then lease the coal lands for a term of years under a royalty per

ton of ten cents, to the persons who have developed the coal-field, will be the best method of disposing of the same.

If the original discoverers do not lease their prospect-claims under the above conditions, and are not prepared or willing to continue the work of exploration and development, the right to explore and lease the coal lands should be given to such responsible parties as the Department may determine.

APPENDIX I.

By CHARLES D. WALCOTT.

DESCRIPTION OF THE COAL-FIELD.

GENERAL FEATURES.

Deer Creek Valley, situated about 13 miles south of the San Carlos Agency, is between two ridges or spurs of the foot-hills sloping down from Mount Trumbull to the Gila River. Its trend is east and west. At the upper (east) end, the valley is narrow, a semicircle of hills bounding it. It gradually widens from a width of 1 mile to 4 miles at the lower end, ridges from 1,000 to 1,500 feet high rising on each side. The upper portion for a distance of 2 miles is comparatively smooth, the dry water-course cutting obliquely across to the south slope; south of this smoother space, a mass of rounded and irregular lava hills fill the valley from side to side, excepting a narrow strip on the south slope of the north ridge. The drainage is to the south side, where a narrow, rugged cañon gives passage to the waters of Deer Creek during the rainy season. The lower end of the valley is more open, but the lava hills continue and break the surface.

A few springs occur along the lower portion of Deer Creek and lateral cañons entering it. In the dry season of the year most of them dry up and hardly a drink of water can be obtained in the valley, except from the shafts sunk by the miners at the upper end. A few stunted pines, cedars and mesquites occur on the lava hills and cottonwoods along the channel of Deer Creek.

GEOLOGIC CHARACTER.

The interior portion of the valley is eroded in a monoclinal uplift of Carboniferous limestone and Cretaceous or Lower Tertiary sandstone. A section crossing the upper end of the coal-field proper shows on each side, as the outer bounding ridges, great masses of volcanic rock (rhyolite) on the north side and andesite on the south. Within the northern ridge a massive belt of Carboniferous limestone, 1,200 feet in thickness, forms the northern boundary of the valley. South of the limestone, the valley is cut out of a belt of Cretaceous sandstone, sandy shales with clays, shales and coal-seams that is very nearly 3,700 feet thick, and apparently overlying conformably the Carboniferous limestone beneath. A narrow band of Devonian limestone, standing on edge, is separated by a profound fault from a quartzite that forms the lower slope ot the south side of the valley at the foot of the lava (andesite) that rises 1,100 feet above the valley and extends along its southern side to the Gila River, corresponding to the limestone ridge on the north side.

After the erosion of the valley, flows of lava, mostly hornblende andesite, filled the central and lower portions, and dikes (rhyolite) cut through the strata at the upper end. The weathering of the lava beds gives the rough rugged character to the central and lower parts.

In the section, the first indications of coal met with are several narrow beds of bituminous shale in the first 900 feet of sandstone above the limestone, but none were observed that appeared to contain coal of economic importance. It is not until a dike of lava (rhyolite) 1,150 feet from the limestone is passed that the thicker beds of bituminous matter containing coal are reached. The dike is 40 feet across, and 360 feet south of it the first large coal-seam is met with. As measured in a tunnel on a fresh surface, the bed is 8 feet in thickness. Strike N. 60° W. (magnetic) dip 65° S. A close examination shows the following section:

	Ft. in.
1. Black bituminous shale, irregular, shining, but not showing true coal.....	3.00
2. Clear bituminous coal	0.10
3. Bituminous shale, with parting of coal similar to No. 2.....	4.02
	8.00

An analysis of 1, 2, and 3, made by Mr. Edward Whitfield, gave:

Constituents.	1	2	3
Moisture	1.59	0.48	3.27
Volatile combustible matter	13.79	19.31	12.51
Combined carbon	49.72	61.01	5.72
Ash	32.90	18.70	78.50
	100.00	100.00	100.00

The miners who worked in this band stated that the coal (No. 2) thickened up as it went down, but from the fact that they made no distinction between the bituminous, shaly matter and the true coal, little reliance can be placed on the statement as proving a thick bed of clear coal.

A cross-cut of 40 feet through the overlying clay shale and sandstone reaches the second bed of coal, 3½ feet of which is highly bituminous, and includes 10 inches of clear coal. Mr. Whitfield found in this coal—

Moisture	.56
Volatile combustible matter	17.50
Combined carbon	60.85
Ash	21.09
	100.00

A third bed, still higher and further south about 100 feet, exhibits nearly the same condition as in the two described.

Continuing across the strike of the beds 700 feet, a second lava (rhyolite) dike is reached that shows a strike of N. 70° W. and a width of 50 feet. Just beyond it a shaft shows 6 feet of bituminous matter and shale, with thin layers of coal. Other thinner strata of bituminous shale and coal occur in the next 500 feet, but none showed satisfactory evidence of the presence of workable seams of coal.

Mr. James Little stated that he knew of at least forty different seams of bituminous and coaly matter between the limestone and the uppermost bed containing coal, a distance of 2,700 feet on the surface, and 2,100 feet in thickness of strata. Of those the two seams shown in the tunnel, and the first one beyond and above, appear to be of the most importance.

The strike of the coal-bearing strata is 60° W. (magnetic) in the upper end of the valley, or on the Anderson field. The beds are traceable to the westward 5 or 6 miles, but the coal-bearing bituminous shales are largely covered by lava (andesite). Towards the lower end of the valley, about 10 miles from the Anderson field, the strike swings around to the east and west and a few exposures of the bituminous beds were observed. With the exception of a few prospect holes, no work had been done towards developing this portion of the field.

As now known those beds that present the fairest prospect are limited to a narrow area, about 3 miles long, in the upper part of the valley, on what we have called the Anderson field. That they extend beneath the lava is quite probable, but to what extent or how much they have been broken up by numerous dikes and masses of lava that traverse the strata, is unknown.

The study of the coal-beds was not as thorough as could have been wished, owing to the caving in and filling up of the shafts sunk on the line of the coal outcrop, but sufficient was shown in the tunnel and portions of the shafts not filled in to raise a serious question as to whether coal existed in sufficient quantity to be of economic importance.

SECTION OF THE CARBONIFEROUS AND CRETACEOUS STRATA OF THE DEER CREEK COAL-FIELD.

The base of the section is on the north of the ridge forming the north side of Deer Creek Valley, and is best seen in Hog Cañon, about 8 miles southwest of San Carlos Agency.

Archæan, micaceous schists, broken by veins of quartz:

1. Massive layers of quartzite, passing above into thinner beds of indurated sandstone, and again into fine silicious conglomerate, terminating above in massive layers of quartzite that are beautifully shown along Hawk Cañon before the latter enters the Gila Cañon. (Estimated) ..... 1,000.00 feet.

2. Gray limestone in more or less massive layers (6 inches to 2 feet) in places becoming somewhat shaly, and in the massive beds silicious, the silicious matter appearing as thin, irregular layers, ramifications, and modules in the limestone. Numerous fossils occur in the upper 1,500 feet: *Fusilina cylindrica*, Crinoidal stems, *Zaphrentis*, *Syringopora*, *Productus semireticulatus*, *Spirifera camerata*, *S. Rockymontana*, *Spiriferina cristata*, *Retzia radialis*, *Athyris subtilita*. The lower portion was not carefully examined for specimens, except to determine the presence of Carboniferous species; 400 feet from the summit a bed of argillaceous shale occurs that carries a thin layer of bituminous shale. Entire thickness estimated, and 1,200 feet measured ..... 2,500 to 3,000 feet.
3. Coal-bearing sandstones (Cretaceous?):
   a. Buff-colored sandstones and sandy shales, with several thin beds of black bituminous shale in argillaceous shale, bituminous coal appearing in thin layers ..... 1,200.00 feet.
   b. Bituminous shale and coal with plant remains:
      The plant specimens were submitted to Prof. Lester F. Ward, who determined the presence of the genera *Sequoia*, *Sabal*, *Phragmites*, *Myrica*, and *Viburnum*. Owing to the fragmentary nature of the material, no specific determinations were made.
      Of clear coal 10 inches in one layer (entire stratum) ..... 8.00 feet.
   c. Argillaceous shale and sandstone ..... 42.00 feet.
   d. Bituminous shale and thin layers of bituminous coal, one of which is 10 inches in thickness ..... 3.50 feet.
   e. Shale and sandstone, with several intercalated beds of bituminous shale, with traces of coal ..... 100.00 feet.
   f. Bituminous shale and thin layers of coal ..... 6.50 feet.
   g. Buff-colored sandstone, with several beds of bituminous and argillaceous shale, with a few thin layers of coal in the former .. 750.00 feet.
   h. Sandstones, buff-colored, hard in places, but mostly more or less friable on exposure to the weather ..... 1,500.00 feet.

   3,700.00 feet.

   Fault line .....
4. Devonian limestone, with numerous silicified corals, *Stromatopora* sp. (?); *Zaphrentis* sp. (?); *Michelina* sp. undt.; *Heliolites* sp. (?); *Alveolites* sp. (?); *Cladopora* sp. (?); *Aulopora* 2 sp., *Acervularia pentagona* Goldfuss, *Phillipsastrea verneuilli* Milne-Ed.; *Diphyphyllum simcoense* Billings, &c ..... 50.00 feet.
5. Quartz, porphyry dike ..... 200.00 feet.
6. Quartzite or indurated sandstone ..... 450.00 feet.

   Lava beds (andesites) .....

No. 3 is broken up by several dikes that cross it a little obliquely to the strike of the strata. The average strike is north 60° to 90° west; dip southward; of 1 and 2, it is 20° to 35° up to the central portion of 2; it then increases 35° to 45° to 65°, and locally is vertical and sometimes slightly overturned.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 21.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In answer to Senate resolution of December 17, 1884, *report regarding the damage done the United States breakwater in Oswego Harbor by the recent gale.*

JANUARY 6, 1885.—Referred to the Committee on Commerce and ordered to be printed

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WAR DEPARTMENT,
Washington City, January 3, 1885.

The Secretary of War has the honor to transmit to the United States Senate a letter from the Acting Chief of Engineers, dated the 27th ultimo, and its accompanying copy of a report of Lieut. Col. H. M. Robert, Corps of Engineers, dated the 20th ultimo, the same being transmitted in response to the resolution of the Senate of December 17, 1884, as follows:

Resolved, That the Secretary of War be, and he is hereby, directed to report to the Senate, as soon as may be, the extent of the damage done to the United States breakwater in the harbor of Oswego, N. Y., by the recent gale there, together with the amount necessary for its reparation.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., December 27, 1884.

SIR: I have the honor to return herewith the resolution of the Senate of the United States of December 17, 1884, directing the Secretary of War "to report to the Senate, as soon as may be, the extent of the damage done to the United States breakwater in the harbor of Oswego, N. Y., by the recent gale there, together with the amount necessary for its reparation," and, in compliance therewith, to submit the inclosed copy of the report of Lieut. Col. H. M. Robert, Corps of Engineers, dated the 20th instant, which will, it is believed, furnish the desired information. It will be seen that he estimates the cost of the necessary repairs at $45,000.

Very respectfully, your obedient servant,

JOHN G. PARKE,
Acting Chief of Engineers.

Hon. ROBERT T. LINCOLN,
Secretary of War.

UNITED STATES ENGINEER OFFICE,
Oswego, N. Y., December 20, 1884.

SIR: I have the honor to submit the following report, in compliance with the requirements of the following Senate resolution:

"*Resolved*, That the Secretary of War be, and he is hereby, directed to report to the Senate, as soon as may be, the extent of the damage done to the United States breakwater in the harbor of Oswego, N. Y., by the recent gale there, together with the amount necessary for its reparation."

(1) The damage to the Oswego breakwater by the recent gale extends to about 150 linear feet of the west breakwater. The break occurred at a point from 500 to 600 feet of the angle where it has been breached some three or four times previously. The deepest part of the break extends to a depth of 12 feet below mean water level. Near by, at a point previously breached, there are signs that the work is impaired, the timbers being slightly separated.

(2) The cost of reparation I should estimate at $150 per linear foot for 300 linear feet of the breakwater, or $45,000 in all. The extension of the breakwater was in 1880 estimated to cost $130 a foot, based on the cost of the west breakwater, just then completed.

For about 300 feet the old breakwater has been so often damaged that it should be torn down to the bottom and rebuilt more strongly than originally. Any repairs made as heretofore, superficially, will be useless.

This tearing down and rebuilding on a stronger plan cannot safely be estimated at less than $150 per foot, as above.

Very respectfully, your obedient servant,

HENRY M. ROBERT,
Lieut. Col. of Engineers.

The CHIEF OF ENGINEERS, U. S. A.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 22.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In answer to Senate resolution of December 17, 1884, *report regarding the leasing of land on the Crow Indian Reservation in Montana Territory.*

JANUARY 6, 1885.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 30, 1884.

SIR: I have the honor to acknowledge the receipt of a resolution of the Senate on the 17th instant, of which the following is a copy:

Resolved, That the Secretary of the Interior be directed to commnnicate to the Senate all the information in his Department in respect to any proposed or existing leases of land on the Crow Reservation for purposes of grazing, and what action, if any, he has taken in reference to the same.

In reply I transmit copies of all correspondence concerning the leasing of lands on the Crow Reservation since the report of March 25, 1884, made in response to the resolution of the Senate of February 27, 1884, introduced by Senator Vest. Said report of March 25 contains all that was on file in the Department pertaining to leases on said reservation, and is to be found in Ex. Doc. No. 139, Forty-eighth Congress, first session.

The third clause of section one of an act entitled "An act to accept and ratify the agreement submitted by the Crow Indians of Montana for the sale of a portion of their reservation in said Territory, and for other purposes, and to make the necessary appropriations for carrying out the same," contains the following:

That if at any time hereafter we, as a tribe, shall consent to permit cattle to be driven across our reservation or grazed thereon, the Secretary of the Interior shall fix the amount to be paid by parties so desiring to drive or graze cattle; all moneys arising from this source to be paid to us under such rules and regulations as the Secretary of the Interior may prescribe.

It appears from the foregoing that the Secretary of the Interior is not authorized to interfere with the Indians if they desire to permit cattle to be driven across their reservation or grazed thereon, except to fix the amount to be paid for such privileges, and to furnish such regulations as he may think proper with reference to the manner of payment to the Indians. This is a recent act of Congress giving to the tribe full authority to permit cattle to be driven across or grazed on the reservation, and it cannot be supposed it was inserted in the drafting of the

agreement unless it was supposed the Indians would avail themselves of the permission given them. I have no doubt such permits might be given under the provisions of section 2117 of the Revised Statutes, but it appears that Congress was not willing to leave the question in doubt, and so put this clause into the act ratifying the agreement with the Indians. I am not aware that any other treaty or agreement with Indians contains such a provision.

On the 16th day of November, J. C. Wilson, of Topeka, Kans., and John T. Blake, of Salida, Colo., deposited with the Interior Department a paper purporting to be a lease, a copy of which will be found herewith. Not being advised as to the value of the privileges granted, I could not determine whether the amount to be paid was sufficient or not; I did not, therefore, approve the lease. I understand the parties, Messrs. Wilson and Blake, do not propose to take possession of the leased lands until the lease is approved. I considered it my duty to determine what the value of such privileges would be if approved, and I have therefore ordered an inspector to go out and examine into the question and report to the Department. I do not consider it the duty of the Secretary of the Interior to determine whether such provision of the agreement with the Crows is or is not a wise one, as it is the duty of the Secretary to execute existing laws. My opinion on this question, however, may be seen from a passage contained in my last annual report, written before the knowledge of the existence of this lease had reached the Department:

> While there can be no objection to allowing the Indians of the Indian Territory to lease their lands for grazing purposes, there is a serious objection to allowing the Indians on reservations outside of the Indian Territory to lease lands valuable for agricultural purposes for the purpose of grazing only. If the reservation is larger than is required for the use of the Indians occupying it, there should be a reduction thereof, and all that is not needed for the use of the Indians should be opened to settlement. The time has passed when large and valuable tracts of land fit for agriculture can be held by Indians for either hunting or grazing lands to the exclusion of actual settlers.

My views as to this reservation can be seen from the following extract from my report of 1884:

> I again call attention to this reservation. Since my last report the Indians have been located on the Big Horn. This reservation is much larger than required for their support. The reservation is situated in the Territory of Montana, and contains 7,364 square miles, or 4,713,000 acres of land. At least 3,000,000 acres might be disposed of, leaving the Indians sufficient agricultural lands to become self-supporting if they desire to become agriculturists, and a sufficient amount of grazing lands should they prefer to become stock raisers. The 1,713,000 acres that would be left would give nearly, if not quite, 600 acres of land to each individual member of their tribes. The number of Crows has been estimated at 3,500; but it is quite certain that the number is much less, and probably not over 2,500 or 3,000. A portion of the money realized for such sale should be at once invested in a herd for the tribes, and cared for by the Government until such time as the Indians shall be prepared to accept and care for their stock themselves. The proceeds of the surplus lands, properly used, would make the Crows self-supporting in a few years at the furthest.

Very respectfully,

H. M. TELLER,
Secretary.

The PRESIDENT OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 29, 1884.

SIR: I am in receipt, by Department reference for report, of a resolution of the Senate adopted on the 17th instant:

That the Secretary of the Interior be directed to communicate to the Senate all the information in his Department in respect to any proposed or existing leases of lands on the Crow Reservation for purposes of grazing, and what action, if any, he has taken in reference to the same.

In reply I have the honor to inclose herewith a copy of Senate Ex. Doc. No. 139, Forty-eighth Congress, first session, which contains a copy of my report made to the Department on the 24th March, 1884, in answer to Senate resolution of the 27th February, 1884, on the same subject, together with copies of all papers and correspondence on file and of record in the Department up to the date of said report.

Copies of all papers and correspondence touching the subject-matter of the resolution filed and recorded in this Department since the date of my said report, and up to the present date, are also herewith transmitted, marked Exhibit A. With those already before the Senate Committee on Indian Affairs (S. Ex. Doc. No. 139, before referred to), they furnish all the information in the possession of this office on the subject.

The resolution of the Senate is herewith returned, and a copy of this report is inclosed.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

[Senate Ex. Doc. No. 139, Forty-eighth Congress, first session.]

DEPARTMENT OF THE INTERIOR,
Washington, March 25, 1884.

SIR: I have the honor to acknowledge the receipt of a resolution of the Senate of the 27th ultimo, of which the following is a copy:

"That the Secretary of the Interior be directed to inform the Senate if any lease or leases of any part of the Crow Indian Reservation in Montana have been made to any person, partnership, or association of persons, and, if so, the extent of said lease or leases, to whom made, for what length of time, and upon what terms, and under what authority of law such action has been had by his Department.

"That he also inform the Senate whether any permit has been given to any person, partnership, or association of persons to graze cattle upon said reservation, and, if so, the name of such person, partnership, or association, and by what authority of law such permit was given."

In reply I have the honor to transmit herewith copy of the report of the Commissioner of Indian Affairs, dated the 24th instant, with copies of the papers therein referred to.

Answers in detail to the several inquiries for information contained in said resolutions are fully set out in said report and accompanying papers.

Very respectfully,

H. M. TELLER,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, March 24, 1884.

SIR: I have the honor to acknowledge the receipt, by Department reference, for report, of a resolution of the Senate, dated the 27th ultimo, directing the Secretary of the Interior—

"To inform the Senate if any lease or leases of any part of the Crow Indian Reservation in Montana have been made to any person, partnership, or association of persons, and, if so, the extent of said lease or leases, to whom made, for what length of time, and upon what terms and under what authority of law such action has been had by his Department.

"That he also inform the Senate whether any permit has been given to any person, partnership, or association of persons to graze cattle upon said reservation; and, if so, the name of such person, partnership, or association, and by what authority of law such permit was given."

Premising that the delay on the part of this office in replying has been occasioned by the necessity and importance of having a full report from the agent at the Crow Agency, so as to embrace the date of the resolution, I have the honor to state:

First. That no lease or leases of any part of the Crow Reservation in Montana have been made by or with the knowledge or concurrence of this Department to any person, partnership, or association of persons for any purposes whatsoever.

Upon examination of the files of this office, and of the Department files proper, I am unable to find any applications for leases of lands of said reservation, save in one instance—that of J. C. Wilson, of Topeka, Kans. A copy of said application and of the correspondence had thereon by the Department will be found in the papers accompanying this report.

Neither does it appear that the Crow Indians themselves have entered into any lease of the lands in question, or that overtures looking to that end have been mad to them by any persons. In proof of this I refer to the report of Agent Armst rong dated 12th instant (copy herewith), wherein he says: "No lease has been made by the Crows with any party or parties, nor have any parties consulted with my Indians upon this business at any time."

Second. In regard to the issuance of permits to graze cattle upon the Crow Reservation: Agent Armstrong in his report states that but two such permits have been issued—one to the Briggs and Ellis Cattle Company, composed of R. B. Briggs, W. D. Ellis, and George A. Ellis, to graze their herd upon the western part of the Crow Reservation from the beginning to the close of the present fiscal year, for which privilege they have paid the sum of $250, the same being taken up on the agent's quarterly accounts for the third quarter of 1883; the other to George L. Ash, of Billings, Mont., to graze a small herd of 75 cattle temporarily upon the reservation, just opposite his ranch, for which privilege he also has paid the sum of $37.50, which has been taken up by the agent on his quarterly accounts for the fourth quarter of 1883.

In explanation of this last-mentioned permit, Agent Armstrong states:

"A battalion of the Second Cavalry, under command of Major Merrill, had been stationed on this reservation opposite the town of Billings during the entire summer of 1882, and Mr. Ash claimed to have been authorized by the commanding officer to bring his cattle over to the south side of the Yellowstone in order that he might supply the military with milk and butter. By doing so his cattle became accustomed to the range, and it was difficult for Mr. Ash to keep them off.

"They were removed once by the agency herder, but returned. Late in the fall (1883) Mr. Ash came to me here and begged so hard that I gave him permission to allow his small herd to remain for a limited time on the range, they being already on the south side of the river, as I understand."

The facts in connection with the Briggs permit, so far as the action of this Department is concerned, are as follows:

May 9, 1883, Agent Armstrong reported to this office that Thomas Kent, a white man lawfully married to a Crow Indian woman, and for some years prior resident on the reservation, had recently found a purchaser for his cattle, and had entered into an agreement for the delivery of the herd (about 1,100 head) to the purchaser immediately after the approaching round up. The agent stated that in view of the provisions of section 2138, Revised Statutes, prohibiting, except by order of the Secretary of War, the removal of stock from the Indian country for the purposes of trade or commerce, he felt unwilling to allow the cattle to be removed until this office had been informed of the transaction, and had passed upon the question of Kent's right to dispose of the cattle and remove them from the reservation.

May 22, 1883, this office reported the facts to the Department, and, referring to the statutes bearing upon and the particular features of the case, submitted whether a substantial compliance with the statutes might not be had by authority being given to the agent to permit Kent, upon due proof of ownership, and under his (the agent's) supervision, to sell and remove his cattle from the reservation.

May 24, 1883, the Department concurred in the views of this office, and directed that the agent's permit for the sale and removal of the cattle should be given, provided the ownership of Kent was satisfactorily shown.

May 29, 1883, Agent Armstrong was so advised by this office.

June 19, 1883, R. B. Briggs, of Billings, Mont. (through Agent Armstrong), applied to this office for permission for a herd of about 750 head of cattle, lately bought by him of Thomas Kent, to remain on their present range, the extreme western portion of the Crow Reservation, assigning the following reasons for his request:

"This bunch of cattle was born and raised where they now range by Mr. Kent (he having married with the Crow Indian people), and he will yet have the management of them on the range for me. They feed almost entirely by themselves, being entirely apart from any stock owned by Indians or the Government, and in the event of my being compelled to remove them, they would in spite of every effort I could make to prevent them, naturally largely drift back to their old feeding grounds again.

"In view of the fact that the Crow Agency will so soon be removed to Fort Custer, and, as I understand, the strong probability of all this western portion of the Crow Reservation being thrown open to the public, I entertain hopes that it may not be inconsistent with the interests of your Department to grant my request."

In transmitting this application, Agent Armstrong, under date of June 25, 1883, after confirming Mr. Brigg's statement as to his purchase of the cattle from Kent, wrote this office as follows:

"Mr. Briggs intended in the first place to have removed his cattle as soon as they were delivered to him, but was unfortunate in having a partner who had possession of their ranch in Wyoming, and with whom he had some difficulty just at the time the cattle were turned over to him, so that he had no place to take his cattle to. If the agency were to remain here in the place it now is, I should be very much opposed to allowing the cattle to graze on the reservation, because it has been demonstrated in too many instances that Indians and white people cannot raise stock in the same country; but as we shall probably get removed to the lower end of the reservation before many months, it is possible that this herd may be allowed to remain without detriment to the service or my Indians."

July 7, 1883, this office instructed the agent that under the circumstances stated it saw no objections to Mr. Briggs's herd being *temporarily* permitted to remain on the reservation, provided the Indians consented, and such compensation as might be prescribed by the agent, with the approval of the Department, was paid by Mr. Briggs for the privilege.

October 24, 1883, Agent Armstrong reported to this office that he had, in accordance with said instructions, issued to R. B. Briggs a permit to graze his herd of cattle (1,000) on the Crow Reservation during the fiscal year ending June 30, 1884, for the sum of $250, which would appear in his (the agent's) account for the third quarter of 1883.

December 24, 1883, United States Indian Inspector Ward was, in consequence of certain representations made to this office by the governor of Montana Territory, directed by the Department to inspect the Crow Agency. In the discharge of these duties he made a full investigation of the Briggs case, which, indeed, appears to have been the principal cause of complaint. A copy of so much of his report, made to the Department under date of the 7th ultimo, as relates to this case will be found in the accompanying papers.

Upon application to the Northern Pacific Railroad Company, the Department, under date of August 16, 1883, granted permission for all cattle destined for shipment on said railroad to be driven through the Crow Reservation upon the accustomed trails and for the remainder of the then present season only at the uniform rate of ten (10) cents per head, the time of crossing to be limited to ten days, with an additional payment of one cent per head for each day consumed in excess of ten days.

In answer to the inquiry contained in the resolution as to the authority of law for granting grazing permits on Indian Reservations, I have to say that I know of no law which expressly authorizes the granting of such permits, neither do I know of any law which prohibits it. While the Department recognizes the right of Indians to allow grazing privileges under the provisions of section 2117 of the Revised Statutes, it does not recognize their right to lease the lands or create any incumbrance thereon or in any manner give to parties rights that will exist after the lands cease to be a part of the Indian reservation. (Department letter to Senator Logan on this subject, in connection with the Crow Reservation, March 6, 1884.)

Copies of all papers and correspondence on file and of record in this Department referred to in this report, as also on the subject-matter of the resolution, are herewith submitted, and the resolution, with a copy of this report, is herewith inclosed.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,
Crow Agency, Montana T., May 9, 1883.

SIR: I have the honor to report that when I came to this agency I found several white men residing on this reservation who are legally married to Indian women, and who each have herds of cattle. One of these men, Thomas Kent, who has the largest herd (about 1,100), has lately found a purchaser for his cattle, and entered into an agreement to deliver them to the other party immediately after our round-up which begins next week. I consider it my duty to report the affair in order that the honorable Commissioner may be advised of the transaction in case there be any question as to whether Mr. Kent has the right to dispose of these cattle, and remove them from the reservation. Section 2138 Rev. Stat. prescribes penalties and punishments for removing stock from the Indian country for the purposes of trade or commerce, but it may be that this law does not apply to such a case. I felt unwilling to allow the cattle to be removed until the honorable Commissioner had been informed of the transaction. It is my opinion that Mr. Kent has committed no dishonest act in the management of his herd since my arrival. As to whether or not any wrong was perpetrated by him during the terms of office of my predecessors, I have no information.

Very respectfully, your obedient servant,

H. J. ARMSTRONG,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 22, 1883.

SIR: I have the honor to inclose herewith a copy of a letter received from Agent Armstrong, Crow Agency, dated the 9th instant, in which he states that Thomas Kent, a white man, lawfully married to an Indian woman on the Crow Reservation, and owning a large herd of about 1,100 cattle, has lately found a purchaser therefor, and has entered into an agreement to deliver them to the purchaser immediately after the annual round-up, commencing the following week. The agent submits the question, whether, in view of section 2138 Revised Statutes, prescribing a penalty for removing cattle from the Indian country, Mr. Kent has the right to dispose of said cattle and remove them from the reservation?

Kent's status upon the Crow Reserve has before been reported to the Department, and some four years ago the then Indian agent (Keller) made some general statements in regard to squaw men which appeared to implicate Kent in some questionable transactions regarding cattle, but it does not appear that anything was ever distinctly proved against him, and it was afterwards understood that he had removed to another part of the reservation, and had given no further cause for complaint.

Section 2127 of the Revised Statute provides—

"The agent of each tribe of Indians, lawfully residing in the Indian country, is authorized to sell for the benefit of such Indians any cattle, horses, or other live stock belonging to the Indians and not required for their use and subsistence, under such regulations as shall be established by the Secretary of the Interior. But no such sale shall be made so as to interfere with the execution of any order lawfully issued by the Secretary of War, connected with the movement or subsistence of troops."

Section 2138 of the Revised Statutes reads—

"Every person who drives or removes, except by authority of an order lawfully issued by the Secretary of War connected with the movement or subsistence of troops, any cattle, horses, or other stock from the Indian country for the purposes of trade or commerce, shall be punishable by imprisonment for not more than three years or by a fine of not more than five thousand dollars, or both."

The current of legal opinion appears to be that no citizen of the United States can obtain exemption from the laws of the United States which regulate intercourse with Indians by entering their territory within our limits and incorporating himself with them by whatever form. (Sec. 2, Opins. Atty. General, 402–7, Id. 183.)

From the wording of section 2127 Revised Statutes it would seem that the cattle in question can only be sold by the agent under direction of the Department, but considering the peculiar features of the case I submit for your consideration whether a substantial compliance with the statutes may not be had by authority being given to the agent to permit Kent, upon due proof of ownership and under his (the agent's) supervision, to sell and remove his cattle from the reservation.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, May 24, 1883.

SIR: I have considered your report of the 22d instant, in the case of one Thomas Kent, a white man married to an Indian woman on the Crow Reservation in Montana, who is the owner of a herd of about 1,100 cattle, the sale and removal of which from the reservation is contemplated by him.

In view of the facts as reported in this case and in order to a compliance with the provisions of sections 2127 and 2138 Revised Statutes, on the subject, I concur in your recommendation that the agent's permit for the sale and removal of the cattle, if ownership is satisfactorily shown, should be given.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 29, 1883.

SIR: Replying to your letter of the 9th instant, inquiring as to the right of Thomas Kent, a white man lawfully married to an Indian woman living on the Crow Reservation, to sell and remove a herd of 1,000 cattle owned and held by him on the reserve, I have to say that in order to a substantial compliance with the provisions of sections 2127 and 2138 Revised Statutes United States, bearing on the subject, the honorable Secretary concurs in the recommendation of this office that Mr. Kent be permitted, upon due proof of ownership and under your supervision, to sell and remove his cattle from the reserve.

Very respectfully,

H. PRICE,
Commissioner.

H. J. ARMSTRONG, Esq.,
United States Indian Agent, Crow Agency, Montana.

UNITED STATES INDIAN SERVICE,
Crow Agency, June 25, 1883.

SIR: I have the honor to forward herewith the application of Mr. R. R. Briggs, for permit to graze cattle on this reservation. This is the same party I wrote about to the honorable Commissioner in my communication dated May 9, as having purchased the herd of cattle belonging to Thomas Kent, a white man married to a Crow Indian woman, and living on this reservation. Mr. Briggs intended, in the first place, to have removed his cattle as soon as they were delivered to him, but was unfortunate in having a partner who had possession of their ranch in Wyoming, and with whom he had some difficulty just at the time the cattle were turned over to him, so that he had no place to take his cattle to. If the agency was to remain here in the place it now is, I should be very much opposed to allowing the cattle to graze on the reservation, because it has been demonstrated in too many instances that Indians and white people cannot raise stock in the same country; but as we shall probably get removed to the lower end of the reservation before many months, it is possible that this herd may be allowed to remain without detriment to the service or to my Indians.

Even under such circumstances I prefer not to issue permit to graze unless specially directed to do so by the honorable Commissioner, and write now for instructions in the matter.

Very respectfully, &c.,

H. J. ARMSTRONG,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure.]

UNITED STATES INDIAN SERVICE,
Crow Indian Agency, June 19, 1883.

DEAR SIR: Agreeable to instructions from Major Armstrong, I write you to obtain your permission to allow to remain upon their present range, the extreme western portion of the Crow Indian Reservation lands, a herd of about 750 head of cattle I

have lately bought of Thomas Kent. This bunch of cattle was born and raised where they now range by Mr. Kent (he having married with the Crow Indian people), and he will yet have the management of them on the range for me. They feed almost entirely by themselves, being entirely apart from any stock owned by Indians or the Government, and in the event of my being compelled to remove them, they would, in spite of every effort I could make to prevent them, naturally largely drift back to their old feeding grounds again.

In view of the fact that the Crow Agency will so soon be removed to Fort Custer, and, as I understand, the strong probability of all this western portion of the Crow Reservation being thrown open to the public, I entertain hopes that it may not be inconvenient with the interests of your Department to grant my request.

Yours, very respectfully,

R. B. BRIGGS,
Billings, Mont.

HON. HIRAM PRICE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 7, 1883.

SIR: I have received your letter of the 25th ultimo, inclosing application of R. B. Briggs, of Billings, Mont., for permission to graze a herd of about 750 head of cattle, recently purchased from Thomas Kent, upon the Crow Reservation.

Mr. Briggs states that this herd was born and raised where they now range on the reserve by Mr. Kent, who will yet have the management of them; that they feed almost entirely by themselves, being apart from any stock owned by Indians or the Government; and, in the event of his being compelled to remove them, they would, in spite of any effort he could make to prevent it, naturally drift back to their old feeding grounds again.

Under the circumstances, I see no objection to Mr. Briggs's herd being temporarily permitted to remain on the reserve, provided the Indians consent, and such compensation, say so much per head per annum, as may be prescribed by you, with approval of this Department, be paid by Mr. Briggs for the privilege. (See section 269, Instructions to Indian Agents.)

By the deficiency act approved March 3, 1883, the proceeds of all pasturage on any Indian reservation, except those of the five civilized tribes, are directed to be covered into the Treasury for the benefit of the tribe, under such regulations as the Secretary of the Interior may prescribe.

In the event of Mr. Briggs continuing to hold his cattle upon the reserve, you will take up the proceeds upon your periodical cash account and hold the amount until such regulations shall have been announced and communicated to you.

Very respectfully,

H. PRICE,
Commissioner.

H. J. ARMSTRONG, Esq.,
United States Indian Agent, Crow Agency, Mont.

UNITED STATES INDIAN SERVICE,
Crow Agency, October 24, 1883.

SIR: I have the honor to report for approval that, in compliance with instructions contained in letter from the Hon. Commissioner ("L" No. 11793, dated July 7, 1883), I have issued to R. B. Briggs a permit to graze his herd of cattle (1,000) on the Crow Reservation during the fiscal year ending June 30, 1884, for the sum of $250, which will appear in my account for the third quarter, 1883.

Very respectfully,

H. J. ARMSTRONG,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure.]

CROW AGENCY, MONTANA, *September* 29, 1883.

I certify on honor that I have this day paid to H. J. Armstrong, United States Indian agent at the Crow Agency, Montana, the sum of $250, and no more, payment in full

for permit to graze my herd of cattle upon the Crow Reservation from July 31, 1883, to June 30, 1884. Permit issued in accordance with instructions contained in letter from the honorable Commissioner of Indian Affairs, dated July 7, 1883.

R. B. BRIGGS.

[Northern Pacific Railroad Company. H. Villard, president.]

PRESIDENT'S OFFICE,
New York, May 19, 1883.

DEAR SIR: I am informed there are large herds of cattle tributary to this company's railroad in Montana which now go to the Union Pacific Railroad, on account of the Crow Indian Reservation lying between the ranges and our road. It is very important that this company should obtain from the Commissioner of Indian Affairs authority for the cattle to be driven across the reservation. Will you kindly call upon Commissioner Price and see what can be done in the premises?

Yours, truly,

H. VILLARD,
President.

Hon. J. H. MITCHELL,
"The Ebbitt," Washington, D. C.

[Indorsement.]

EBBITT HOUSE, WASHINGTON, D. C., *May* 21, 1883.

The inclosed letter from H. Villard, president of the Northern Pacific Railroad Company, is respectfully referred to the Hon. H. Price, Commissioner of Indian Affairs, who will oblige me by advising me of his action on the application.

JOHN H. MITCHELL.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 25, 1883.

SIR: I am in receipt by your reference of a letter from the president of the Northern Pacific Railroad Company, dated 19th instant, in which he states that he is informed there are large herds of cattle tributary to said company's railroad in Montana, which now go to the Union Pacific Railroad, on account of the Crow Indian Reservation lying between the ranges and the first-mentioned road, and urging the importance of authority being obtained from this Department to drive cattle across the reservation.

As is usual in all such applications, the matter has been referred to the local United States Indian agents for particulars, which will enable this office to make an intelligent recommendation to the Department in the premises.

Very respectfully,

H. PRICE,
Commissioner.

Hon. JOHN H. MITCHELL, *Ebbitt House, City.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 29, 1883.

SIR: By reference of Hon. J. H. Mitchell I have received a letter from the president of the Northern Pacific Railroad Company, dated the 19th instant, in which he states that he is informed that there are large herds of cattle tributary to said railroad, which now go to the Union Pacific Railroad on account of the Crow reserve lying between the ranges and their road, and asking that authority be granted to the Northern Pacific Railroad Company for the driving of cattle across the reserve.

In order to intelligent action by the Department in this matter, you are directed to forthwith ascertain and report to this office—

(1) The most feasible route or routes for driving cattle across the reserve in the direction of the Northern Pacific Railroad, so as to cause the least interference with the Indians.

(2) The probable length of time to be consumed in the transit over such route or routes.

(3) The amount of tax per head that should be imposed on owners of stock so driven across the reserve.

(4) Any other suggestions that you may deem of importance.

Very respectfully,

H. PRICE,
Commissioner.

H. J. ARMSTRONG, Esq.,
United States Indian Agent, Crow Agency, Montana.

UNITED STATES INDIAN SERVICE,
Crow Agency, Montana, June 12, 1883.

SIR: I have the honor to make the following reply to the questions contained in your "L" 9332, dated May 29, 1883, relating to the driving of cattle through this reservation.

(1) The only points on the Northern Pacific Railway for shipping cattle that will be reached by parties in Wyoming are Billings and Custer Station (on this reservation). To reach the former the route will be down Clark's Fork, a distance of about 65 miles, which will take six or seven days to drive across. This drive will do the Indians no harm.

To reach Custer Station the route will be down the Little Horn, a distance of 100 miles.

The drive down the Little Horn can be made this season without interfering with the Indians, but after we have removed the agency to that part of the reservation it will be a great annoyance to have large herds of cattle pass down through our settlements.

It will endanger the cattle belonging to the agency as well as those which it is expected the Indians will have issued to them as soon as they begin to locate on their separate homes. It will keep my herder and perhaps another employé busy during the driving season guarding against these possible losses, and will virtually take possession of that portion of the reservation in the vicinity of Custer Station.

I really do not see why the cattle-men who are located in Wyoming, just south of the southeastern part of this reservation, cannot drive down Tongue River or the Rosebud, and ship from Miles City or some other place east of this reservation, as to ship from Custer Station. I wish to refer the honorable Commissioner to my letter on this subject, written from Fort Custer on the 23d or 24th of May.

(2) The time occupied on the drive down Little Horn will be about 10 days.

(3) It has been the custom of my predecessor to issue permits to drive across this reservation at 33⅓ cents a head, which rate I reduced to 25 cents, which is low enough for the route down the Little Horn, and probably for any other route, but a rate of 16⅔ cents per head might be established for the route down Clark's Fork, if the honorable Commissioner deems it best.

Very respectfully,

H. J. ARMSTRONG,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 10, 1883.

SIR: I have the honor to inclose herewith a letter referred to this office by Hon. J. H. Mitchell, from the president of the Northern Pacific Railroad Company, dated May 19, last, stating that there are large herds of cattle tributary to the company's railroad in Montana which now go to the Union Pacific Railroad on account of the Crow Indian Reservation lying between the ranges and said railroad, and asking that authority be obtained from the Department for such cattle to be driven across the reservation.

On the 29th of May last the subject was referred to the United States Indian agent at the Crow Agency for report. By letter of the 12th June last (herewith inclosed), Agent Armstrong reports as follows:

"That the only points on the reservation that will be reached by parties in Wyoming shipping cattle are Billings and Custer Stations; to reach the former the route

will be down Clark's Fork a distance of about 65 miles, occupying six or seven days to drive across. This drive will, it is said, do the Indians no harm.

"To reach Custer the route will be down the Little Horn, a distance of about 100 miles."

The drive down Little Horn, occupying about 10 days, can be made this season without interfering with the Indians, but after the agency is removed it will seriously endanger the agency herd, and the Indians' cattle which it is expected they will have issued to them when they locate on their separate homes. It will keep agency employés busy guarding against possible losses, and will virtually take possession of that portion of the reservation in the vicinity of Custer Station.

It further appears from the agent's letter that it has been customary to issue permits to drive cattle across the reservation at 33½ cents per head, which he has since reduced to 25 cents for the route down the Little Horn, and that a rate of 16⅔ cents per head might be established for the route down Clark's Fork, subject to the approval of this Department.

In view of the fact that the removal of the Crow Agency is not likely to take place for some little time yet, I have the honor to recommend that authority be given the Northern Pacific Railroad Company to have cattle destined for its road driven through the reservation upon the accustomed trails, and for the remainder of the present season only, at an average rate of 15 cents per head, no delay to be made in crossing. The return of the papers herewith inclosed to the files of this office is respectfully requested.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTEBIOR.

DEPARTMENT OF THE INTERIOR,
Washington August 10, 1883.

SIR: I return herewith the inclosures which accompanied your letter of this date in relation to the tax on cattle driven across a portion of the Crow Indian Reservation, en route for shipment by the Northern Pacific Railroad Company.

Agreeably to your recommendation, authority is hereby granted to the said railroad company to have cattle destined for its road driven through the said reservation upon the accustomed trails and for the remainder of the present season only, at the rate of 15 cents per head, no delay to be made in crossing.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
August 11, 1883.

SIR: Referring to office report of the 10th instant, and to Department letter in reply thereto, of the same date granting authority to the Northern Pacific Railroad Company to have cattle destined for its road driven through the Crow Indian Reservation, in Montana, upon the accustomed trails and for the remainder of the present season only, at the rate of 15 cents per head, no delay to be made in crossing, I have the honor to inclose herewith a copy of a telegram, dated the 10th instant, addressed by T. F. Oakes to Hon. J. H. Mitchell, and referred to this office by the latter, in which Mr. Oakes says that "15 cents per head is excessive. The charge through the Indian Territory has never exceeded 10 cents per head, and in many cases has not exceeded 5 cents per head."

The Creek law provides that "drovers and movers shall be allowed to pass through the Muskogee Nation free of tax, provided that not more than twenty-five days are consumed in making the journey; but where more than twenty-five days are consumed in passing through the nation the owner or person in charge of the stock shall pay a tax of 5 cents per head for each day so consumed over the twenty-five days, providing such delay is not caused by high water or other providential hindrance." (Laws Muskogee Nation, 1880, page 62.)

The Cherokee law provides that persons, except citizens of the Cherokee Nation, may drive stock through the nation by paying, "for beef, work, and stock cattle, except sucking calves, 5 cents each," &c. (Laws of Cherokee Nation, 1881, page 246.)

By Department letter of November 4, 1881, a tax of 10 cents per head was author-

ized for each head of stock crossing the Uintah Reservation, the time of crossing to be limited to ten days, and an additional tax of 1 cent per head for each day exceeding ten.

The tax fixed for crossing the Uintah Reservation seems to be fair and reasonable, and, after due consideration, I am of the opinion that it should be adopted in respect to cattle crossing the Crow Reservation, and so recommend.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, August 16, 1883.

SIR: Agreeably to the recommendation of your letter of 11th instant, Department authority of 10th instant, granting the Northern Pacific Railroad Company permission to drive cattle destined for its road through the Crow Indian Reservation, in Montana, upon the accustomed trails and for the remainder of the present season only at the rate of 15 cents per head, no delay to be made in crossing, is hereby modified; the payment to be 10 cents per head and the time of crossing to be limited to ten days, with an additional payment of 1 cent per head for each day exceeding ten.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 18, 1883,

SIR: Referring to the telegram from T. F. Oakes, esq., of the 10th instant, referred to this office by you, in reference to driving cattle through the Crow Indian Reservation in Montana Territory, I inclose herewith a copy of Department communication of the 16th instant, fixing the rate at which cattle may be driven across said reservation at 10 cents per head; the time of crossing to be limited to ten days, with an additional payment of 1 cent per head for each day in excess of ten.

This is a modification to the extent above indicated of Departmont letter of the 10th instant, granting authority to the Northern Pacific Railroad Company to have cattle, destined for its road, driven through the Crow Indian Reservation, upon the accustomed trails, and for the remainder of the present season only at the rate of 15 cents per head, no delay to be made in crossing.

I also inclose a copy of office report of the 11th instant, to which Department letter of the 16th instant is a reply.

Very respectfully,

H. PRICE,
Commissioner.

Hon. JOHN H. MITCHELL,
Ebbitt House, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 23, 1883.

SIR: Referring to office letter to you of May 29 last, relative to the application of the Northern Pacific Railroad Company to have cattle, destined for its road, driven across the Crow Reservation, and to your reply thereto of June 12 last, you are now advised that, under date of the 16th instant, authority has been granted by the Department for cattle so destined to be driven through the reservation *upon the accustomed trails and for the remainder of the present season only*, at the uniform rate of 10 cents per head, the time of crossing to be limited to ten days, with an additional payment of 1 cent per head for each day consumed in excess of ten days. You will be governed accordingly.

Very respectfully,

H. PRICE,
Commissioner.

H. J. ARMSTRONG, Esq.,
United States Indian Agent, Crow Agency, Montana Territory.

TOPEKA, KANS., *August* 1, 1883.

SIR: Myself and business associates desire to herd some cattle on the Crow Indian Reservation in Montana, and for that purpose would like to lease some land from that tribe, but the agent is in some doubt regarding the views of the Department touching such matters.

Will you be kind enough to request the Department to advise the agent, and also myself, whether a lease of such as the Indians cannot use, upon terms entirely satisfactory to the Indians, the agent, and the Department, would be objectionable to the Department.

Truly yours,

J. C. WILSON.

Hon. THOS. RYAN,
Washington, D. C.

[Indorsement.]

Respectfully referred to the honorable Secretary of the Interior with the request that he grant the writer's request.

THOS. RYAN.

DEPARTMENT OF THE INTERIOR,
Washington, August 11, 1883.

SIR: In reply to your communication of August 1, 1883, in regard to leasing Crow Indian lands, I see no objection to allowing the Indians to grant permission to parties desiring to do so on fair and reasonable terms, subject to such supervision as the Department may consider proper to prevent the Indians from being imposed upon.

Such privileges can only be recognized when granted by the proper authority of the tribe, and the benefits must be participated in by all the tribe, not by a favored few only. It is not desirable that a large number of white herders should be allowed to go into the Indian Territory, as their presence will be of doubtful advantage to the Indians. A few responsible men can easily oversee Indian herders, who it is believed can be employed advantageously to the cattle owners as well as to the Indians. The Indians so employed will so become skillful herders, familiar with cattle raising, and may avail themselves of the knowledge thus acquired and become stock-raisers themselves.

The Department will see to it that under such agreements, however, no permanent improvements are erected, and that no disreputable persons are allowed to remain on the reservation.

All persons entering under the authority of such agreement, either as owners or employés, will be required to conform strictly to the statutes and rules of the Department with respect to the introduction of liquors, fire-arms, ammunition, &c., in the Indian country. With reference to the mode and manner of payment, such payments should, as far as practicable, be made in cattle to be owned by the tribe, and should be preserved as the nucleus of a herd that in a few years shall take the place of the herds now occupying the reservation and in which the Indians have no interest.

While the Department will not recognize the agreement or lease you mention, nor any other of like character, to the extent of approving the same, nor to the extent of assuming to settle controversies that may arise between the different parties holding such agreements, yet the Department will endeavor to see that parties having no agreement with the Indians are not allowed to interfere with those who have. Whenever there shall be any just cause for dissatisfaction on the part of the Indians, or when it shall appear that improper persons, under cover of such lease or agreement, are allowed on the reservation by parties holding such agreement, or for any reason the Department shall consider it desirable for the public interest to do so, it will exercise its right of supervision to the extent of removing all occupants from the reservation without reference to such lease or agreement, on such notice as shall be right and proper under the circumstances under which the parties have entered such reservation, and have complied with the terms of the agreement and instructions of the Department.

All parties accepting such agreement shall accept the same subject to all the conditions herein, and subject to any future action of Congress and the Department as herein stated in relation to occupants of such Territory.

Instructions will be issued to the agents in accordance with this letter.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

Mr. J. C. WILSON,
Topeka, Kansas.

DEPARTMENT OF THE INTERIOR,
Washington, August 11, 1883.

SIR: Having received a letter from Mr. J. C. Wilson, of Topeka, Kans., inquiring about leasing Crow Indian lands, I have written him a letter substantially as follows, which will govern you in your action in the matter:

I see no objection to allowing the Indians to grant permission to parties desiring to do so on fair and reasonable terms, subject to such supervision as the Department may consider proper to prevent the Indians from being imposed upon; no lands to be leased which in your judgment are needed for the use of the Indians.

Such privileges can only be recognized when granted by the proper authority of the tribe; and the benefits must be participated in by all of the tribe, not by a favored few only. It is not desirable that a large number of white herders should be allowed to go into the Indian Territory, as their presence will be of doubtful advantage to the Indians. A few responsible men can easily oversee Indian herders, who, it is believed, can be employed advantageously to the cattle owners as well as to the Indians. The Indians so employed will soon become skilled herders familiar with cattle raising, and may avail themselves of the knowledge thus acquired and become stockraisers themselves.

The Department will see to it that under such agreements, however, no permanent improvements are erected, and that no disreputable persons are allowed to remain on the reservation.

All persons entering under the authority of such agreement, either as owners or employés, will be required to conform strictly to the statutes and rules of the Department, with respect to the introduction of liquors, fire-arms, ammunition, &c., in the Indian country. With reference to the mode and manner of payment, such payments should, as far as practicable, be made in cattle, to be owned by the tribe, and should be preserved as the nucleus of a herd that in a few years shall take the place of the herds now occupying the reservation, and in which the Indians have no interest.

While the Department will not recognize the agreement or lease you mention nor any other of like character, to the extent of approving the same, nor to the extent of assuming to settle controversies that may arise between the different parties holding such agreements, yet the Department will endeavor to see that parties having no agreements with the Indians are not allowed to interfere with those who have. Whenever there shall be any just cause for dissatisfaction on the part of the Indians, or when it shall appear that improper persons under cover of such lease or agreement are allowed on the reservation by parties holding such agreements, or, for any reason, the Department shall consider it desirable for the public interest to do so, it will exercise its right of supervision to the extent of removing all occupants from the reservation without reference to such lease or agreement, on such notice as shall be right and proper under the circumstances under which the parties have entered such reservation, and have complied with the terms of the agreement and instructions of the Department.

All parties accepting such agreements should accept the same subject to all the conditions herein and subject to any future action of Congress and the Department as herein stated, in relation to occupants of such territory.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

HENRY J. ARMSTRONG,
Indian Agent, Crow Agency, Montana.

WESTERN UNION TELEGRAPH COMPANY,
Helena, Mont., December 23, 1883.

COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

The interests of your Department and citizens of Montana demand the immediate presence here of a special agent thoroughly reliable. By conferring with me on arrival he will be placed in possession of important information. Confidential.

JOHN SCHUYLER CROSBY,
Governor.

[Indorsement.]

Respectfully referred to Hon. Secretary of the Interior.

H. PRICE,
Commissioner.

DECEMBER 24, 1883.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
December 24, 1883.

TO HENRY WARD,
Indian Inspector, Yakima, Wash.:

Proceed at once to the inspection of agencies in Montana. Go first to Helena and see the governor. Acknowledge receipt.

H. M. TELLER,
Secretary.

HELENA, MONT., *February* 7, 1884.

DEAR SIR: I have the honor to report my proceedings under Department orders of December 24, 1883, as follows:

I received the mail copy of the order at Warm Springs Agency, Oregon, January 6, 1884. I proceeded as soon and as expeditiously as practicable to this city and consulted with Governor Crosby. I found that he had complaints to make concerning the condition of affairs at the Crow Agency, in this Territory. The complaints were somewhat vague and indefinite. They amounted to a charge that the agent, Maj. H. J. Armstrong, was allowing one R. B. Briggs, of Kansas, or of New York, or of both places, to keep a herd of cattle on the reservation, said herd having been purchased of one Thomas Kent, a white man, married to a Crow woman who has lived many years upon the reservation. There was also an intimation that Mr. Briggs was constantly adding to his herd by purchases of parties living on the reservation, and also by purchases from the outside. Insinuations were also made that S. B. Roberts, foreman in charge of Mr. Briggs's herd, was inclined to sharp practices as against other cattle owners. The governor made an imputation upon Major Armstrong's personal integrity. He said it had been reported to him that while the sale of the herd of cattle by Kent to Briggs was pending, the agent interferred and threatened to stop the sale unless Kent would secure $5,000 of the purchase price to his wife; that Kent consented, and that afterwards Major Armstrong caused the $5,000 to be deposited in bank to his (Armstrong's) personal credit. The intimat on was clearly made that Agent Armstrong intended to in some way personally profit by this arrangement. I proceeded in due time to the agency, and sent for Kent and Roberts; they were some time getting in; were delayed perhaps by the severe weather and the hard traveling. After they appeared I took their affidavits, which I herewith inclose. Kent's marked Exhibit A, Roberts's Exhibit B. It will be noticed that the two affidavits agree in all essential particulars, and as one of the affiants represents the accusers and the other the accused, I think it may be fairly assumed that the two documents present the facts about as they are. It appears from thes affidavits that Thomas Kent last May sold to R. B. Briggs, of New York, as representative of the Briggs-Ellis Company, Limited, 1,034 head of cattle; that said cattle have since remained upon their old range upon the reservation; that Mr. Briggs has sold from said herd about 200 beef cattle and dry heifers that have been driven off; that he has purchased 250 head of cattle from outside parties and driven them upon the reservation, adding them to his herd, and that he has increased his herd by some 20 or 30 head of cattle purchased of parties living upon the reservation. Kent and Roberts differ somewhat in their estimates of the number of beef cattle and dry heifers sold and driven off, the former making it 180, and the latter 240. As Roberts has the best means of knowing the exact number, I think his estimate is likely the most nearly correct, but the discrepancy is not material.

The authority under which Agent Armstrong has acted in allowing Mr. Briggs to range his herd of cattle upon the reservation is contained in a letter from the Commissioner of Indian Affairs, dated July 7, 1883, a copy of which is inclosed marked Exhibit C. It will be noticed that Mr. Briggs estimated his herd at 750. He evidently reported the number that remained after the sale of beef cattle and dry heifers. Agent Armstrong told me that the understanding between him and Mr. Briggs was that Briggs should be allowed to range on the reservation the number of cattle originally purchased by him of Kent, about 1,000, and that he was therefore allowed to bring in the 250 to make up for the number of beef cattle and dry heifers sold off. The compensation to be paid by Briggs to the Crow tribe was estimated upon the basis of 1,000 cattle herded; the rate being a quarter of a dollar a piece. The amount due on this basis has been paid. See Briggs' certificate of payment, Exhibit D, and Armstrong's receipt, Exhibit E. Whether in this matter Agent Armstrong has exceeded his authority is of course a question for the Department to decide. And whether he is in any degree culpable for not preventing Mr. Briggs from slightly enlarging his herd by purchases from residents of the reservation is also a question for the Department to determine. Last spring's calves, of course, have remained with

the herd; none of them were counted in the sale of Kent to Briggs; those that had then appeared went with the herd. The total number of these calves, that are now of course almost yearlings, is estimated at from 400 to 500. Briggs has therefore upon the reservation a herd of from 1,500 to 1,600 head of cattle. The calf increase, however, is legitimate. Mr. Kent's affidavit, it will be noted, completely exonerates Agent Armstrong from any imputation of unworthy motive or purpose in the five-thousand-dollar matter; the agent simply sought the good and the security of Kent's Indian wife. He never desired that the money should be deposited to his personal credit. The money as a matter of fact was never deposited at all. Mr. Briggs drew a check of $5,000 to Kent's wife, to be paid when indorsed by her and the United States Indian Agent, not Major Armstrong, but the agent whoever he might be; the check remained about a month with Kent, and was then sent to the agent. A little over two months later, or about the 20th of September, the check was indorsed by Mrs. Kent and the agent, and delivered to Mr. Kent. He drew the money upon it and invested the same with the rest of his means. Agent Armstrong says he consented to abandon his original design of having the money invested in United States bonds for the benefit of Mrs. Kent, and to allow Mr. Kent to take the money only upon satisfactory assurances that he (Kent) intended to do right by his family. The agent while indorsing Mr. Kent's statement of the transaction as substantially correct, says he is mistaken in one statement.

Mr. Kent says that about a month after the check was drawn the agent sent to him for it and that he sent it to the agency. Major Armstrong says that he did not send after the check; that he never wanted the check in his possession. He did send word to Kent to bring his wife to the agency with the check that it might be indorsed and the proceeds invested in Government bonds. But as the message was a verbal one there might have very easily been a mistake made in its delivery. Mr. Kent resented the agent's interference in this matter as too much of an intermeddling with his (Kent's) family affairs. But Major Armstrong says that several white men who have married Crow women and made considerable money through the advantages which the marriages gave them, have, after realizing upon their property, deserted their wives. He had reason to believe that Kent proposed doing the same thing, and did not propose that he should leave his Indian family destitute.

At Stillwater I saw several men to whom the governor had referred me as able to furnish material information concerning the iniquitous operations of Mr. Briggs and his man Roberts. But they were not able to inform me of anything beyond what is detailed in Kent's and Roberts's affidavits; they knew of no instance in which Roberts had sought to brand calves on the reservation belonging to residents thereon. They were not aware that Mr. Briggs had ever attempted to take any undue advantage of any one. One individual, Alex. Huntley, the husband of a Crow wife, did have a long complaint to make against Roberts on his own account, but it was entirely a personal matter and in nowise involving Major Armstrong.

I am satisfied that the complaints in this matter all originated in the jealousy and excessive nervousness of the old residents and stockmen of Montana. They were afraid that Mr. Briggs would obtain some authority of some sort through his privilege of ranging cattle upon the reservation. It is the common expectation in this Territory that the western portion of the Crow Reservation will soon be ceded by the Indians and thrown open to settlement or occupancy by the whites, and I suppose it was feared that Mr. Briggs might continue ranging his cattle upon the reservation until the time for throwing open should come, and would then by virtue of being in possession have some immense advantage over the old-timers. And it was exclaimed: "No foreigners to be allowed to come in here and get possession of the best cattle-ranges to the exclusion of those who have made the Territory what it is." This conundrum sums up completely Governor Crosby's representations and reasonings on the subject. The governor assumed that R. B. Briggs was one of a number of Kansas gentlemen of that name who constituted a heavy cattle-firm. But at Stillwater and at the agency I was informed that he was of New York, and had no connection with the Kansas Briggs. The latter was at th reservation last summer for the purpose of negotiating a lease or making some arrangement for grazing and herding cattle upon the reservation, but did nothing.

* * * * * * *

Very respectfully, your obedient servant,

HENRY WARD,
United States Indian Inspector.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

EXHIBIT A.

TERRITORY OF MONTANA,
Crow Indian Agency:

THOMAS KENT, being duly sworn, deposes and says:

I live on Bridger Creek, near Gray Cliff Railroad station, on the Crow Indian Reservation. I am a farmer and stock-raiser, and have been engaged as such on the Crow Reservation for about ten years. During the month of May, 1883, I sold to the Briggs & Ellis Company, limited, 1,034 head of cattle. All my negotiations were with R. B. Briggs, representative of said company, and all the business was transacted directly with him. I delivered the said herd of cattle to the said Briggs during the spring round-up on the reservation, from the 1st of June to about the 10th of July. As I delivered the cattle to Mr. Briggs he delivered the beef cattle of the herd, and some dry heifers, to William Wright, a butcher, of Livingston, Mont., in pursuance, I suppose, of a contract of sale previously made. The number of beef cattle and heifers then delivered to Mr. Wright, I think, from general observation, was about 180. I have not the means of knowing the exact numbers. Since my delivery of the aforementioned cattle to Mr. Briggs he has continued to keep them upon the Crow Reservation, upon the same range upon which I had always herded them. Some time last summer, in August, I think, Mr. Briggs brought in about 250 more cattle and added them to the herd purchased of me. He had purchased said cattle, I understood, of Billings, and they had been brought into the Territory from Minnesota. Since his purchase from me Mr. Briggs has bought some cattle from other parties living on the reservation, and added them to his herd ranging on the reservation. The number so purchased is, I think, about 30. Mr. Briggs has always been fair and honorable in his dealings with me, and, as far as I know or have heard, has always dealt honorably with other parties, never attempting to take any undue advantage.

While I was negotiating the sale of my herd of cattle to Mr. Briggs, H. J. Armstrong, United States Indian agent for the Crows, who was out in the vicinity of my residence looking after the round-up, came to my house and told me he would stop the pending sale unless I would consent to make some provision out of the proceeds of said sale for my wife, a member of the Crow tribe. He suggested that $5,000 should be secured to her. His proposition was, that Mr. Briggs should draw a check to her for that amount on the Billings Bank, Stebbins, Munn & Co., bankers, with the proviso that it should be paid only when indorsed by her and by the United States Indian agent for the Crow tribe. I consented to the proposition. The check was drawn as proposed, and left at my house. About a month afterwards, Agent Armstrong sent to me for the check, and I sent it to him at the agency. About two weeks later, while I was at the agency on some business, Agent Armstrong requested me to bring my wife down to the agency, that she might indorse the check. He said that the indorsement by her and by him should be made in the presence of two witnesses. He then proposed that the proceeds should be invested in United States bonds, for the benefit of my wife. Nothing, however, was done about this; but about the 20th of September, at the time of the issues of the fall annuities, my wife and I were at the agency, and as I wanted money for the purchase of sheep, we went to see Agent Armstrong about the matter of the check. My wife told the agent that she was perfectly willing that the proceeds of said check should come into my hands. He consented that it should be so. My wife and the agent indorsed the check, and it was delivered to me. I soon afterwards presented it for payment, and received and invested the proceeds. I never had any idea or suspicion that in this business Agent Armstrong was actuated by any interested, selfish, or corrupt motives.

THOMAS KENT.

Subscribed and sworn to before me this 29th day of January, 1883.

HENRY WARD,
United States Indian Inspector.

EXHIBIT B.

CROW AGENCY,
Territory of Montana, ss:

S. B. ROBERTS, being duly sworn, deposes and says:

I am a resident of Mellville, Gallatin County, Montana; I am in the employ of the firm known as Briggs & Ellis Company, limited. I am foreman in charge of their herd of cattle ranging on the Crow Reservation. R. B. Briggs, treasurer and business manager of said company, and as their representative, last May, that is, in May, 1883, bought of Thomas Kent, who lives on the Crow Reservation, near the confluence of

Bridger Creek and the Yellowstone River, a herd of cattle, chiefly stock cattle, but some beef cattle. Said herd numbered about 1,000 head, 1,030, I think. Said herd of cattle were delivered by Thomas Kent to R. B. Briggs during the spring round-up, which commenced about the 20th of May, 1883, and lasted some two or three weeks. Said cattle have since, with the exception of such as have been sold, remained upon the Crow Reservation, upon the same range upon which the said Kent had always kept them. During the month of May, 1883, the said Briggs sold from the herd a quantity of beef cattle, I think about 240, and delivered them to the purchasers the last of May or first of June, and they were taken from the reservation. I understand the herd remained on the reservation under permission granted by H. J. Armstrong, Indian agent, and issued in accordance with instructions from the Commissioner of Indian Affairs. The last of July or first of August, 1883, the said R. B. Briggs bought at Billings, from the Willard Cattle Company, 250 head of cattle and drove them to the range on the Crow Reservation, occupied by the herd purchased by him of the said Thomas Kent, and added them to said herd, and they have since remained with said herd. The said Briggs has also purchased of various parties on the Crow Reservation some 20 or 30 head of cattle and added them to herd ranging on said Crow Reservation. I have never known or heard of any complaints made against the said R. B. Briggs or any of his employés for branding cattle or calves belonging to other persons.

S. B. ROBERTS.

Subscribed and sworn to before me this 28th day of January, 1884.

HENRY WARD,
United States Indian Inspector.

EXHIBIT C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 7, 1883.

H. J. ARMSTRONG, Esq.,
United States Indian Agent, Crow Agency, Montana:

SIR: I have received your letter of the 25th ultimo, inclosing application of R. B. Briggs, of Billings, Mont., for permission to graze a herd of abont 750 head of cattle, recently purchased from Thomas Kent, upon the Crow Reservation.

Mr. Briggs states that this herd was born and raised where they now range, on the reserve by Mr. Kent, who will yet have the management of them; that they feed almost entirely by themselves, being apart from any stock owned by Indians or the Government, and in the event of his being compelled to remove them they would, in spite of any effort he could make to prevent it, naturally drift back to their old feeding grounds again.

Under the circumstances I see no objection to Mr. Briggs' herd being temporarily permitted to remain on the reserve, provided the Indians consent, and such compensation, say so much per head per annum, as may be prescribed by you with approval of this Department, be paid by Mr. Briggs for the privilege (see Section 269, Instructions to Indian Agents).

By the deficiency act approved March 3, 1883, the proceeds of all pasturage on any Indian reservation, except those of the five civilized tribes, is directed to be covered into the Treasury for the benefit of the tribe under such regulations as the Secretary of the Interior may prescribe.

In the event of Mr. Briggs continuing to hold his cattle upon the reserve you will take up the proceeds upon your periodical cash account, and hold the amount until such regulations shall have been announced and communicated to you.

Very respectfully,

H. PRICE,
Commissioner.

EXHIBIT D.

CROW AGENCY, M. T.,
September 29, 1883.

I certify on honor that I have this day paid to H. J. Armstrong, United States Indian agent at Crow Agency, Montana, the sum of two hundred and fifty ($250) dollars and no more, being payment in full for permit to graze my herd of cattle upon the Crow Reservation from July 31, 1883, to June 30, 1884. Permit issued in accordance with instructions contained in letter from honorable Commissioner of Indian Affairs, dated July 7, 1883.

R. B. BRIGGS.

EXHIBIT E.

CROW AGENCY, M. T.,
September 29, 1883.

Received of R. B. Briggs the sum of two hundred and fifty ($250) dollars, being payment in full for grazing herd of cattle upon the Crow Reservation from July 1, 1883, to June 30, 1884, as authorized by lettter of honorable Commissioner of Indian Affairs, dated July 7, same year as above.

H. J. ARMSTRONG,
Agent.

STILLWATER, MONT., *February* 15, 1884.

DEAR SIR: You will pardon me for trespassing again upon your time and patience, I am sure, in thus calling your attention to a public grievance the people of this country are subjected to by certain Government officials connected with the Indian Department.

You are familiar with the Crow Reservation in this Territory, the agent of which is one Armstrong. The western portion of this reservation, it is confidently hoped and expected, will soon be re-ceded to the United States and be thrown open to settlement. In this part of the reservation is some of the best farming and grazing land in the Northwest, as well as valuable mineral lands. This land is presumed to be set apart for the exclusive benefit of the Crow Indians; but through the complicity of certain parties in the Department (of whom I cannot name) these lands are being occupied, under pretended leases, by white men in such a way that when they are thrown open to settlement, instead of inuring to the benefit of the actual settler, will be entirely monopolized by a few large cattle companies to the exclusion of all others; they will build their corrals upon and occupy all the water rights and valley lands that can be made useful by the settler, and will thus monopolize large amounts of Government lands for their herds for which the Government gets nothing, besides excluding poor men who desire to build themselves homes. There is now a company (Briggs & Ellis) who have a contract with the "Commissioner of Indian Affairs" to graze 700 head of cattle for $250 per year. Under this contract they have, as I am informed and believe, over 1,500 head of cattle on the reservation, besides a large amount of capital to purchase all the stock they can find that is for sale, which is in violation of their lease, and contrary to the spirit of the treaty with the Indians. This is only the beginning of what may be expected, if this valuable property is thrown open to settlement.

It is believed here that the present agent is in complicity with the scheme, which will deprive the settlers of the privileges of using this land and placing it in the hands of monopoly, equally if not more detrimental to the public welfare than the population of it by the Indians.

It seems to me that the authority of Congress should be invoked, and a remedy found. I cannot offer one particular suggestion, rather trusting to your familiarity with the situation and your well-known sympathy with the settler to devise a means of protecting them in their rights, and remedying any wrongs that may be perpetrated by those in authority. This matter was recently brought to the notice of Governor Crosby, who caused a commissioner or inspector to be sent out from Washington to examine and report; this man (Ward is his name) came here, and instead of applying to disinterested citizens for information, went to the agency, and called to his counsel the agent, post traders and other Government employés. The result, as I am informed and believe, was to make a report in the interests of the parties I have mentioned, and to screen them from blame. It is believed by all who know anything about this agent that there will be no hopes of making a treaty looking to the re-cession of any part of that enormous reservation so long as he is in his present position. And his removal would facilitate that end, and meet the approval of all persons in this Territory who understand the situation.

If you desire it, I can furnish you with reliable evidence in the shape of affidavits to substantiate all that is written in this letter, as the Secretary of the Interior may get a wrong impression of the state of affairs from other sources of information.

I have the honor to remain, as ever, your obedient servant,

HORACE COUNTRYMAN.

Hon. JOHN A. LOGAN,
United States Senate Chamber, Washington, D. C.

[First indorsement.]

Respectfully referred to Hon. H. M. Teller. Please return answer to—

JOHN A. LOGAN.

[Second indorsement.]

Referred to the Commissioner of Indian Affairs.

H. M. TELLER.

Senator Logan has been informed that the Department has no information that leases have been made by the Indians, and none that have been made by the Department.

H. M. TELLER,
Secretary.

DEPARTMENT OF THE INTERIOR, OFFICE OF THE SECRETARY,
March 6, 1884.

SIR: I have the letter of Mr. Horace Countryman, submitted by you. The Interior Department is not in possession of any evidence that parties are attempting to lease the Crow Reservation or any part thereof. Mr. Countryman appears to think such leases will be, if made, an incumbrance on the lands if thrown open to settlement by an agreement with the Indians. While the Department recognizes the right of Indians to allow grazing privileges under the provisions of section 2117 of the Revised Statutes, it does not recognize their rights to lease the lands or create any incumbrance thereon, or in any manner give to parties rights that will exist after the lands cease to be a part of the Indian reservation. Mr. Countryman is in error when he says that parties have a contract with the Commissioner of Indian Affairs concerning the grazing of cattle on the reservation. Mr. Countryman appears to be ignorant of the facts as well as the law. I have no doubt that parties may have cattle on the reservation, but as long as the Indians are satisfied, it is not considered advisable to interfere and drive them off. No complaint has been made by the Indians.

Very respectfully,

H. M. TELLER,
Secretary.

HON. JOHN A. LOGAN,
United States Senate.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 5, 1884.

SIR: I inclose herewith a copy of Senate resolution of the 27th ultimo, calling for information as to any leases made, or grazing permits issued, in respect of the Crow Reservation, as to which you are directed to make full report to this office without delay.

Very respectfully,

H. PRICE,
Commissioner.

H. J. ARMSTRONG, Esq.,
United States Indian Agent, Crow Agency, Mont.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 10, 1884.

SIR: Referring to office letter of the 5th instant, inclosing copy of Senate resolution of the 27th ultimo, in relation to leases, &c., on Crow Reserve, you are directed to accompany the report called for by this office with copies of all leases, agreements, or grazing permits in respect of said reservation lands, if any such have been made.

Very respectfully,

H. PRICE,
Commissioner.

H. J. ARMSTRONG, Esq.,
United States Indian Agent, Crow Agency, Mont.

UNITED STATES INDIAN SERVICE,
Crow Agency, Mont., March 12, 1884.

SIR: I have the honor to reply to your communication "L," No. 4166, dated March 5 instant, and to Senate resolution of February 27, calling for information as to any and all leases or grazing permits issued from this office to any parties to graze cattle upon the Crow Reservation.

No lease has been made by the Crows with any party or parties, nor have any parties consulted with any Indians upon this business at any time.

A permit has been issued to the Briggs and Ellis Cattle Company, composed of the following-named gentlemen, R. B. Briggs, W. D. Ellis, and George A. Ellis, to graze their herd upon the western part of this reservation from the beginning to the close of the present fiscal year. The permit was issued under the following circumstances and upon the letter of authority from the honorable Commissioner of Indian Affairs, hereto attached:

The cattle were born and raised upon the range, having been purchased by Briggs and Ellis from Thomas Kent, a white man, who is married to a Crow Indian woman, and who has lived on this reservation for more than twelve years At the time of the purchase Briggs and Ellis intended to remove the cattle to a ranch they thought they had just south from this agency in Wyoming, but they were unfortunate in having a partner with whom they had some difficulty and who retained possession of the ranch, so that they had no place to take their cattle. They then came to me and asked permission to keep the cattle upon this reservation, which I refused to grant, not having authority to do so.

They then applied to the honorable Commissioner of Indian Affairs, and received in reply the letter attached to this communication, under which they were allowed to remain, for which privilege they have paid the sum of $250, the same being taken up in my accounts for third quarter, 1883.

Under section 269, Instructions to Indian Agents, dated October, 1880, and also supposing from the contents of the attached letter from the honorable Commissioner that there would be no objections, I issued a permit to George L. Ash, of Billings, Mont., to graze a small herd of 75 cattle upon this reservation temporarily, just opposite his ranch, for which I have received the sum of $37.50, taken up in my accounts for fourth quarter, 1883.

A battalion of the Second Cavalry, under command of Major Merrill, had been stationed on this reservation opposite the town of Billings during the entire summer of 1882, and Mr. Ash claimed to have been authorized by the commanding officer to bring his cattle over to the south side of the Yellowstone, in order that he might supply the military with milk and butter. By doing so, his cattle became accustomed to the range, and it was difficult for Mr. Ash to keep them off.

They were removed once by the agency herder, but returned. Late in the fall (1883) Mr. Ash came to me here and begged so hard that I gave him permission to allow his small herd to remain for a limited time on the range, they being already on the south side of the river, as I understand.

No other permits to graze have been issued.

Very respectfully, your obedient servant,

H. J. ARMSTRONG,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 7, 1884.

SIR: I have received your letter of the 25th ultimo, inclosing application of R. B. Briggs, of Billings, Mont., for permission to graze a herd of about 750 head of cattle, recently purchased from Thomas Kent, upon the Crow Reservation.

Mr. Briggs states that this herd was born and raised where they now range on the reserve by Mr. Kent, who will yet have the management of them; that they feed almost entirely by themselves, being apart from any stock owned by Indians or the Government, and in the event of his being compelled to remove them, they would, in spite of any effort he could make to prevent it, naturally drift back to their old feeding grounds again.

Under the circumstances, I see no objection to Mr. Brigg's herd being temporarily permitted to remain on the reserve, provided the Indians consent and such compen-

sation, say, so much per head per annum, as may be prescribed by you with approval of this Department, be paid by Mr. Briggs for the privilege. (See section 269, Instructions to Indian Agents.)

By the deficiency act approved March 3, 1883, the proceeds of all pasturage on any Indian reservation, except those of the five civilized tribes, is directed to be covered into the Treasury for the benefit of the tribe, under such regulations as the Secretary of the Interior may prescribe.

In the event of Mr. Briggs continuing to hold his cattle upon the reserve, you will take up the proceeds upon your periodical cash account and hold the amount until such regulations shall have been announced and communicated to you.

Very respectfully,

H. PRICE,
Commissioner.

H. J. ARMSTRONG,
United States Indian Agent, Crow Agency, Mont.

EXHIBIT A.

CROW RESERVE, MONTANA.

Copies of correspondence referred to in accompanying report of the Commissioner of Indian Affairs, dated December 29, 1884.

CROW AGENCY, *February* 20, 1884.

DEAR SIR: Referring to the license to trade with the Indians at the Crow Agency in Montana, you kindly granted to me February 2, 1884, also to the fact that I am grazing some cattle by your permit dated July —, 1883, on the Crow Reservation, beg to say I am informed by Maj. H. J. Armstrong, Crow Indian agent, that he has on file an order dated August 27, 1881, No. 80, to the effect that no Indian trader shall be permitted to graze or raise cattle on the reservation. If it is not inconsistent with the interests of your Department, would you kindly consent to modify the above order so that I might as trader yet continue to keep my cattle on the reserve?

I would again mention the fact that my cattle are almost entirely cattle that were raised by Thomas Kent (who had married a Crow squaw), and that they were born where they now feed, and if I should move them to an adjoining range they could not be prevented from returning to their old home and feeding ground. They feed entirely apart from any cattle or horses owned by the United States Government or Indians. Hoping to receive your favorable reply at an early day, I remain,

Yours, respectfully,

R. B. BRIGGS,
Sweet Grass, Montana Ter.

Hon. HIRAM PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, April 1, 1884.

SIR: In reply to your letter of the 20th February last, asking that Circular Order No. 80, issued from this office (accounts division) August 27, 1881, be modified so that you may as trader continue to hold the cattle purchased from Thomas Kent, on the Crow Reservation, I have to say that it is not deemed advisable by this office to make any exception in individual cases.

Very respectfully,

H. PRICE,
Commissioner.

R. B. BRIGGS, Esq.,
Indian Trader, Sweet Grass, Mont.

LIVINGSTON, *March* 8, 1884.

DEAR SIR: I have the honor to represent to your Department that during the month of July last (1883) I made application to Agent Armstrong of the Crow Reservation to cut hay. I received the permit, and under it I cut 52 hay, paying to Agent Armstrong $1 per ton for the privilege. The hay was cut and stacked, and securely fenced, but I found it necessary to place a man on the ground to protect it from depredation from a large number of cattle permitted to graze on the reservation under the authority of the agent.

In ordering my man to remove from the country and at the same time permit 2,000 cattle to graze at this very point, it seems to me to look a little too much like favoring the strong. I will have the hay baled and removed as soon as possible, and in the meantime I think I ought to be permitted to do what is necessary to protect my hay from being destroyed. I have a large stable here and cut this hay for spring use; and that is what I would like to use for.

Respectfully yours,

B. R. DEVOE,
Livingston, Mont.

HON. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

LIVINGSTON, MONT., *March* 8, 1884.

DEAR SIR: Mr. B. R. Devoe, of this city, has addressed a letter to the Hon. Commissioner of Indian Affairs in relation to some hay he cut on the Crow Reservation under permit of Agent Armstrong. The action of the agent in ordering Devoe's man off from the reservation and permitting the Briggs-Ellis Cattle Company to remain with their 2,000 cattle at the very point where Devoe's hay is stacked, has the appearance of an unjust discrimination, which I think is, under the circumstances, hardly justifiable. I am interested in this hay, and if you will do me the favor to call on the Commissioner and secure sufficient time to bale and remove the hay, you will confer a great favor. The trouble has been that Devoe has been unable to procure a baler, or else the hay would have been removed, but is expecting to get it baled soon.

Very respectfully,

W. P. LYMAN.

HON. MARTIN MAGINNIS,
Washington, D. C.

[Indorsement.]

Respectfully referred to the honorable Commissioner of Indian Affairs for information.

Respectfully,

MARTIN MAGINNIS.

UNITED STATES INDIAN SERVICE,
Crow Agency, Montana, March 18, 1884.

H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

SIR: In reply to your "L" 4166, dated March 10th, I have the honor to inclose copies of the only two permits issued from this office to any parties to graze stock upon this reservation.

Very respectfully,

H. J. ARMSTRONG,
United States Indian Agent.

No leases have been made.

H. J. ARMSTRONG,
Agent.

[Inclosures.]

CROW AGENCY, *Montana, September* 29, 1883.

Received of R. B. Briggs the sum of $250 toll, being payment in full for grazing herd of cattle purchased on the range from Thomas Kent, upon the Crow Reservation, from July , 1883, to June 30, 1884, as authorized by the honorable Commissioner of Indian Affairs, dated July 7, 1883.

H. J. ARMSTRONG,
Agent.

[From Briggs to the Agent.]

CROW AGENCY, *Montana, September* 29, 1883.

I certify on honor that I have this day paid to H. J. Armstrong, United States Indian Agent at Crow Agency, Montana, the sum of $250, and no more. being payment in full for permit to graze my herd of cattle upon the Crow Reservation from July 1, 1883, to June 30, 1884. Permit issued in accordance with instructions contained in letter from honorable Commissioner Indian Affairs, dated July 7, 1883.

R. B. BRIGGS.

CROW INDIAN AGENCY,
Montana, January 24, 1884.

J. S. ASH,
Billings, Mon.:

I ought to have written to you sooner to acknowledge the receipt of the $37.50 for grazing your herd of 75 cattle upon the Crow Reservation for one year.

Respectfully,

H. J. ARMSTRONG,
Agent.

DEPARTMENT OF THE INTERIOR,
Washington, March 24, 1884.

SIR: Verbal inquiry having this day been made to me in behalf of H. G. Reeves and J. G. Moore, of Illinois, regarding the leasing of lands in the Crow Indian Reservation, and the statement made that the Department letter to you on the subject of August 11, 1883, based on inquiry from J. C. Wilson of Topeka, Kans., is construed by you to be limited and confined to application for such purpose from that gentleman only, you are informed that the instructions contained in said letter are not intended to be and are not to be construed as limited to any special individual or individuals. The instructions are general and applicable to any and all responsible and reliable persons.

So far as Messrs. Reeves and Moore are concerned, they are known by me to be responsible and reliable gentlemen.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

H. J. ARMSTRONG, Esq.,
Agent, Crow Indian Agency, Mont.

[Inclosure.]

UNITED STATES INDIAN SERVICE,
Crow Agency, Mont., April 3, 1884.

SIR: I have the honor to state in reply to your communication dated March 24, regarding the leasing of a portion of this reservation to Messrs. H. G. Reeves and J. G. Moore, of Illinois, that I did not construe the letter they handed me, which was a copy of a letter from the honorable Secretary to Mr. J. C. Wilson, of Topeka, Kans., as being intended only for Mr. Wilson, and not a general authority to aid any and all parties who might apply, for the purpose of favoring Mr. Wilson to the exclusion of themselves. The letter they handed me was different from that of Mr. Wilson's in not being addressed to me or to the agent at this agency, and I did not understand that I had full authority to act; but I told Reeves and Moore that if they would get such a letter, so that my authority in the matter would be plain, I would do everything I could for them.

Whatever I do to aid any parties in obtaining leases is certain to make me some enemies among the people of Montana, who think that as they have been here so many years, through all the Indian troubles, they should be favored. Already, as a result of Mr. Wilson's coming here on this business, the Helena Herald, the leading paper in Montana, has published an editorial upon the subject of "farming out the reservations," and intimating that there could be nothing honest in doing so.

I had also received a communication from the honorable Commissioner of Indian Affairs just a day or two before the arrival of Messrs. Reeves & Moore, inclosing a copy of Senate resolution of February 27, inquiring if any leases had been made here, and directing me to report by what authority they had been so made, if any. This was one reason I wanted my authority to act made plain, and I told those gentlemen from Illinois that if they would procure a letter with their names in the body

of it, as Mr. Wilson's was in his, and addressed to the agent here, I would consider it sufficient authority to aid them to the full extent of my ability.

Very respectfully, your obedient servant,

H. J. ARMSTRONG,
United States Indian Agent.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 12, 1884.

Respectfully referred to the Commissioner of Indian Affairs, with copy of Department letter of March 24, 1884.

AMOS HADLEY,
Acting Chief Clerk.

DEPARTMENT OF THE INTERIOR,
Washington, March 24, 1884.

SIR: In compliance with your verbal request I have the honor to inclose herewith a letter addressed to Agent H. J. Armstrong, of the Crow Indian Agency, Montana Territory, on the subject of leasing Indian lands.

Very respectfully,

M. L. JOSLYN.

Hon. S. M. CULLOM,
United States Senate.

UNITED STATES INDIAN SERVICE,
Crow Agency, April 5, 1884.

SIR: In regard to the grazing of cattle upon the Crow Reservation by Mr. R. B. Briggs under his license to trade with the Indians, which I am instructed to investigate by your "C," dated March 8, 1884, I have the honor to state that the Indians will make no opposition to his doing so, but the public outside will feel a little jealous, and make some noise through the papers. Already the Helena Herald (the leading paper of Montana) has published an editorial upon the subject of "farming out the reservations," referring to Mr. Briggs's permit to graze his cattle upon the reservation, and intimating that there could be nothing honest in the granting of such privileges.

While I have no fears that Mr. Briggs or the present trader at this agency would cause us any trouble at all if Circular No. 80 was suspended, it is possible that we might sometime get a trader who would make the agent much trouble if permitted to graze his cattle upon the reservation in the vicinity of the Government herd. My own idea is that it will be better for Mr. Briggs to be content with the privilege to graze which he now has, until such time as the reservation may be further diminished.

Very respectfully,

H. J. ARMSTRONG,
Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, April 11, 1884.

Do not encourage the Indians to lease lands, or even to allow parties to put their stock on the reservation. Do nothing in this matter.

H. M. TELLER,
Secretary.

H. J. ARMSTRONG,
Crow Agency, via Stillwater, Montana.

DEPARTMENT OF THE INTERIOR,
Washington, April 11, 1884.

DEAR SIR: I have yours concerning the leasing of lands by the Indians, and have telegraphed you to do nothing. I do not want anything done in the matter. If the Indians, on their own motion, choose to allow stockmen to pasture their cattle on the reservation, paying therefor a fair sum, they have the right to do so under the statute of the United States. But under no circumstances should the agent initiate such a movement, and all the agent should do is to look after the interests of the Indians and see that they are not cheated. I think your course has been a wise one and in strict accordance with the views I have frequently expressed on the subject. While I have refused to interfere in matters of this kind while the Indians are satisfied with the amount paid them, I shall consider it the duty of the agent to see that they are fairly dealt with, and when I am satisfied that the amount paid is not a fair compensation, shall consider it my duty to interfere and compel the payment of a fair price or the removal of the stock. Any interference on the part of the agent to induce the leasing of the lands contrary to the wishes of the Indians will not be tolerated by the Department. Therefore, if, as you suggest, the Indians do not want to lease their lands, you will notify the parties that you cannot aid them in any matter, and after it is apparent that the Indians do not wish to lease, they must discontinue their efforts to secure such leases.

Very respectfully,

H. M. TELLER,
Secretary.

H. J. ARMSTRONG,
United States Indian Agent, Crow Agency, Montana.

[Indorsement.]

A true copy for the information of the Commissioner of Indian Affairs.

R. V. BELT,
Chief Indian Division, Secretary's Office.

APRIL 16, 1884.

BILLINGS, MONT., *April* 13, 1884.

SIR: Hoping you will excuse me for bothering you, I would like to have some information in regard to whether the Indian agent of the Crow Reservation has the right to lease or give a privilege of meadow lands on the reservation; as it is being done by him here, and by so doing it is giving parties a chance to get a foothold there in regard to getting land there when the reservation is opened. Now, there is a number here waiting and watching for the reservation to be opened and we cannot see why a few are allowed to go over there and select lands for the purpose of cutting grass, they say, while others are not. It looks as though there was a nigger in the fence somewhere. Hoping you will excuse my intrusion on your time, I will close. If we was a State I think we could give you a show for the chair this fall.

Yours respectfully,

A. P. HART,
Billings, Mont.

(*Co. E., Seventh Iowa, First Brigade, Fourth Division, Fifteenth Army Corps.*)

General JOHN A. LOGAN.

[Indorsement.]

Respectfully referred.

JOHN A. LOGAN.

DEPARTMENT OF THE INTERIOR.

Respectfully referred to the Commissioner of Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

HOUSE OF REPRESENTATIVES, UNITED STATES,
Washington, D. C., June 24, 1884.

SIR: I have a letter from a gentleman in Montana Territory who owns some 500 head of cattle and wishes to get the privilege of pasturing on the Crow Indian Reservation. He thinks some permission or lease is obtainable through the Interior Department. If so, I should be glad to assist him in obtaining it. Will you please inform me whether you have any power in the matter.

Very respectfully,

E. W. SEYMOUR, *M. C.*

Hon. H. M. TELLER,
Secretary of the Interior.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
June 26, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

G. M. LOCKWOOD,
Chief Clerk.

DEPARTMENT OF THE INTERIOR.
OFFICE INDIAN AFFAIRS,
Washington, August 11, 1884.

SIR: I am in receipt, by Department reference, of your letter of the 24th ultimo, addressed to the Hon. Secretary of the Interior, stating that you have a letter from a gentleman in Montana who owns some 500 head of cattle and wishes to get the privilege of pasturing on the Crow Reservation in that Territory. Your correspondent thinks that some permission or lease is obtainable through the Indian Department, and you desire to be informed whether the Department has any power in the matter.

In reply I have to say that whilst the Department recognizes the right of the Indians in their tribal capacity to allow temporary grazing privileges on the unoccupied lands of their reservation under the provisions of section 2117, Revised Statutes, it does not recognize their right to lease the lands or create any incumbrance thereon, or in any manner give to parties rights that will exist after the lands cease to be a part of the Indian reservation. Such privileges can only be recognized, however, when granted by the proper authority of the tribe, and the benefits must be participated in by all the tribe, not by a favored few only. No permanent improvements can be put up by persons holding cattle, and they are held to a rigid observance of the intercourse laws and regulations of the Department touching the introduction of liquor, fire-arms, ammunition, &c.

The Department will, whenever it appears desirable for the public interest to do so, exercise its right of supervision to the extent of removing all such persons from the reservation on such notice as may be right and proper under the circumstances, and all persons holding grazing privileges on an Indian reservation must hold the same subject to the above-mentioned conditions, and to any future action of Congress had in respect of such reservation.

I would suggest that your correspondent apply to H. J. Armstrong, agent for the Crow Indians, Crow Agency, Fort Custer, Mont., for further information.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

HON. E. W. SEYMOUR, *House of Representatives.*

UNITED STATES INDIAN SERVICE,
New Crow Agency, Montana, Fort Custer P. O., July 14, 1884.

SIR: I have received a personal application from John Wilkerson, of Billings, Mont., for a permit to graze his herd of cattle upon this reservation. Mr. Wilkerson is recommended to be a very good man. He says he has such a small herd—only 200—that the big cattle men crowd him so much that he must go out of the business unless he can get the privilege of grazing his herd upon the reservation. My own idea about it is, that as the place Mr. Wilkerson wishes to graze his cattle is not in the vicinity of our cattle either here or at the old agency, but midway between, and as the Indians do not object, he might be accommodated. If the place Mr. Wilkerson wishes to graze his cattle was on that part of the reservation that is likely to be retained for the permanent reservation, I should certainly be very much opposed to granting him the privilege, but it is not; it is beyond it.

Very respectfully, your obedient servant,

H. J. ARMSTRONG,
United States Indian Agent.

HON. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, August 15, 1884.

SIR: I am in receipt of your letter of the 14th ultimo, concerning an application for John Wilkerson, of Billings, Mont., for a permit to graze a herd of about 200 cattle upon the Crow reservation, at a point midway between the old and new agencies.

Subject to the Indians' consent and to the conditions mentioned in the Department letters to you of August 11, 1883, and April 11, 1884, I see no objection to granting the application, but it should be distinctly understood that whilst the Department recognizes the right of the Indians to allow temporary grazing privileges on their lands, it does not recognize the right to *lease* the lands for any term, or to create incumbrances thereon, or in any manner give to parties rights that may exist after such lands cease to be a part of the Indian reservation.

Under existing laws the proceeds of all pasturage on Indian lands (except the five civilized tribes) is required to be covered into the United States Treasury for the benefit of the tribe under such regulations as the Secretary of the Interior may prescribe.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

H. J. ARMSTRONG, ESQ.,
United States Indian Agent, Crow Agency, Montana.

UNITED STATES INDIAN SERVICE,
New Crow Agency, Montana, Fort Custer Post Office, August 11, 1884.

SIR: I have the honor to inclose a communication from James A. Campbell, requesting to be informed as to whether the Hon. Commissioner will make any objection to his building a small cabin upon ground lying very near the eastern boundary line of the Crow Reservation; it not being known, certainly, whether the exact spot he wishes to locate the cabin is on or off the reserve. If the Hon. Commissioner does not object, the cabin will be built.

I have stated to the Hon. Commissioner more than once that I should be very much opposed to allowing any parties to graze stock upon that portion of the reservation it is expected would be retained for the permanent reservation for these Indians, but it seems that the favor asked by Mr. Campbell is different, inasmuch as he merely wishes to establish an outpost at a point whore a spur of the mountain range terminates abruptly, to keep his cattle from straying away and on to this reservation. It will be at a place where our cattle will never go unless they go as strays, and Mr. Campbell undertakes to help us keep them from doing so. I believe he will do as he promises, and the cabin will be built, unless objection is made, as it will be an advantage to the agency to have good neighbors there.

Very respectfully,

H. J. ARMSTRONG,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

FORT CUSTER, MONT., *July* 30, 1684.

SIR: I have the honor to invite the attention of the honorable Secretary of the Interior, through you, to the following matter:

I, with three other parties, are grazing 3,500 head of cattle on a range east of the Crow Reservation, on Armel and Reservation Creeks. We are desirous of keeping these cattle off from the Indian reservation, and to effectually do this I respectfully ask to be informed whether the Department of the Interior has any objection to my building a cabin at the junction of the forks of Sarpy Creek, to be occupied by two riders, whose sole business it shall be to drive back such of our herd as may drift that far west; I shall also make it their duty to drive back such of the agency and Indian cattle as may stray that far east. This point is not known to be on the reservation, although it is west of the one hundred and seventh meridian as laid down on most maps; but it is understood and believed by many that the maps place the one hundred and seventh meridian too far east by 6 miles. I am informed by Major Sheets, who has been engaged with Captain Blake, who has recently surveyed the Big Horn and Little Big Horn country, that the one hundred and seventh meridian is actually 20 miles east of the mouth of the Big Horn River; therefore the said junction of the forks of Sarpy Creek, where I desire to build said outpost, is not on the reservation.

If at any time it should appear that I am on the reservation, and it is desirable and necessary to remove said cabin, I shall cheerfully acquiesce in such removal. My only

purpose is such that I will keep back our cattle from trespass, and the Indian cattle from wandering off.

I respectfully refer to General P. H. Sheridan, to establish my character as a man likely to do as I agree.

An outpost cabin, suitable for the purpose, cannot be located elsewhere for want of water.

As I verily believe that this point is not on the reservation and because it will be for the benefit of the Indian service as well as my own, I hope to be informed that the Department sees no reason why I should not establish such outpost, subject to such orders from the Department as may seem best in case I shall be found to be on the reservation and it be desirable that I should vacate.

I served under General Sheridan as scout during the war, and I have been intimately connected with the Crows for seven years, and have their confidence.

Very respectfully, your obedient servant,

JAMES A. CAMPBELL,
Scout, U. S. Army.

HON. HIRAM PRICE,
Commissioner Indian Affairs.

[Inclosure.]

FORT CUSTER, MONT., *July* 30, 1884.

Respectfully referred to Mr. H. J. Armstrong, United States Indian agent, with request that he will forward the inclosed communication to the Department with such recommendations as he may be willing to make.

JAMES A. CAMPBELL,
Scout, U. S. Army.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 25, 1884.

SIR: I am in receipt of your letter of the 11th instant inclosing a communication from James A. Campbell, scout, United States Army, dated Fort Custer, July 30, in which he states that he, with three other parties, has a herd of 3,500 head of cattle grazing on a range east of the Crow Reservation, on Armel and Reservation Creeks, and being desirous of keeping said cattle off the Crow Reservation, applies for permission to build a cabin at the junction of the forks of Sarpy Creek, to be occupied by two riders, whose sole business it shall be to drive back such of the herd as may drift that far west and such of the agency and Indian cattle as may stray that far east. It appears that it is not definitely known whether the site selected is on the Crow Reserve or not, but that an outpost cabin suitable for the purpose cannot be located elsewhere for want of water.

I see no objection to Mr. Campbell being permitted to put up an outpost cabin at the point, and for the purposes indicated, provided that if the site selected shall be found to be within the boundaries of the reserve, he will hold himself in readiness to vacate and remove the same on notice from the Department; that he put up no permanent structure of any kind, and that he commits or suffers no violation of the Indian intercourse laws.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

H. J. ARMSTRONG, Esq.,
United States Indian Agent,
Crow Agency, Montana Territory.

FORT CUSTER, MONT., *July* 30, 1884.

SIR: I have written to the honorable Commissioner of Indian Affairs asking to be informed whether there is any reason known to the Department why I shall not build an outpost cabin at the junction of the branches of Sarpy Creek to prevent my cattle coming east on the Crow Reservation.

If this point be on the reservation, which I do not believe, it would be a benefit to the Crows, as I should order my men to keep the Indian cattle back. I do not propose to graze any cattle on the reservation; I want to prevent such a thing.

I respectfully request you to make such indorsement hereon as will recommend me to the honorable Commissioner as likely to do as I agree, and such other remarks as you may see proper.

Very respectfully, &c.,

JAMES A. CAMPBELL,
Scout, U. S. A.

Mr. GEORGE R. MILBURN,
Special Indian Agent, Fort Custer, Mont.

[Indorsement.]

Respectfully returned to Mr. J. A. Campbell.

I have known Mr. Campbell since May, 1833; he is a resident of Fort Custer (scout), an honest man, a friend of the Crows, always disposed to aid the Indians; he is a man who bends his energies to do what he undertakes; he enjoys the full confidence of the officers of the Government under whom he serves.

The point where he wishes to locate a cabin for guards to keep his cattle off from the reserve may be or may not be on the reservation; nothing but an actual survey can determine. That Mr. Campbell would have his men drive back any Indian cattle which should stray so far, and thus serve the Government, I have no doubt.

GEORGE R. MILBURN,
United States Special Indian Agent.

FORT CUSTER, MONT., *August* 16, 1884.

UNITED STATES INDIAN SERVICE,
Crow Agency, November 20, 1884.

SIR: I have the honor to inclose the application of J. M. Kagy for permit to graze a band of about 3,000 sheep upon the western part of the Crow Reservation.

Very respectfully,

H. J. ARMSTRONG,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure.]

STILLWATER, MONT.,
October 31, 1884.

SIR: I have the honor to request permission to graze a band of sheep on the portion of the Crow Reservation west of Clark's Fork, about to be treated for retrocession by the Crow tribe to the Government, under a permit from Agent Armstrong. Last season I had cut a number of tons of hay on the reservation, paying therefor the price of $1 per ton, and being unable to dispose of the same, respectfully ask privilege of feeding it to my sheep and grazing them on that portion of the reservation, it being unoccupied by the Indians and about to be restored to the public domain.

Very respectfully, your obedient servant,

J. M. KAGY.

The Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 2, 1884.

SIR: In reply to your letter of the 20th ultimo, transmitting application of J. M. Kagy for permit to graze a band of about 3,000 sheep on the western part of the Crow Reservation, you are referred to the letter addressed to you by the Hon. Secretary of the Interior on the 11th April last, by which you will be governed in the premises.

Very respectfully,

H. PRICE,
Commissioner.

H. J. ARMSTRONG,
United States Indian Agent,
Crow Agency, Montana.

BILLINGS, MONT., *November* 24, 1884.

Hon. HIRAM PRICE,
Washington, D. C.:

It has come to our knowledge that a scheme is on foot to lease the western portion of the Crow Reservation, containing 3,500,000 acres of the richest farming and grazing lands of Montana and inexhaustible stores of mineral wealth, and capable of supporting a population of 100,000 people.

We maintain that when this reservation is thrown open it should be for the benefit and use of only such citizens of the United States as desire to secure homes for themselves and their families, and not for the exclusive use of a grasping monopoly.

Experience has taught that such a lease would work injustice to the Crow Indians themselves, as well as to the white settlers of Eastern Montana, in that it would result in endless conflict between the Indians and the cattlemen, with all the horror of savage warfare.

The citizens of Yellowstone County, representing all the people of Eastern Montana, irrespective of party or business interests, earnestly protest against a lease being made between the Crow Indians and any person or persons, having for its object the exclusive use of the Crow Reservation.

We are circulating a petition to the Senate Committee on the Crow Reservation, and base our action on the following reasons:

In the first place, it is a direct violation of the statute law of the United States (Section 2116, Chap. 3, page 369) to negotiate with any tribe of Indians for the lease or purchase of their reservations without express authority from Congress.

If this lease were consummated its manifest effect would be to give the stock syndicate the opportunity to intrench themselves thereon, to stock and occupy its whole area with cattle, to fence in its numerous valleys of fertile agricultural lands, so that when the reservation or any part of it is restored to the public domain they and their agents and employés could seize every ranch site and all water privileges, to the exclusion of bona fide settlers. What more could they want than previous possession, the whole country stocked with their herds, their numerous agents and employés at command, and unlimited wealth already yielded from the abundant resources of the reservation, to consummate and perpetuate their usurpation of it? It would be no consolation to the worthy husbandman in search of a home to see the reservation opened to settlement under such circumstances.

To establish such a proprietary dominion over 3,500,000 acres, is opposed to our most sacred national policy, heretofore pursued in disposing of public lands, and would amount to a national scandal.

It would when the complete purpose is developed and consumated establish a private principality.

It would furnish a precedent temptation, and even invitation to organize like schemes of usurpation, creating gigantic monopolies to the permanent deprivation of the rights of every citizen of the United States to a share in the public lands.

We ask the aid of every patriotic citizen to prevent the consummation of this lease, and we believe that the honorable Secretary of the Interior, who has always shown his hearty sympathy with the bona fide settlers of the West, will prevent such plots against the public interest and see that when this reservation is opened to settlement it will be with equal advantages to all.

COMMITTEE OF CITIZENS OF YELLOWSTONE COUNTY.

ROOMS OF THE HELENA BOARD OF TRADE,
Helena, Mont., November 19, 1884.

SIR: I have the honor to transmit the following extract from the minutes of a meeting of the Helena Board of Trade held this day.

Respectfully, your obedient servant,

A. J. DAVIDSON,
President of the Helena Board of Trade.

Hon. HENRY M. TELLER,
Secretary of the Interior.

Ringing resolutions protesting against the lease of 3,500,000 *acres of the Crow Reservation.*

A large and justly aroused mass meeting of the citizens of Yellowstone County, held on the 13th instant, gave utterance to their indignation by the following preamble and resolutions:

Whereas it has come to the knowledge of the citizens of Eastern Montana that a scheme is on foot to lease the western portion of the Crow Reservation, containing three and one-half million acres of the richest farming and grazing lands in Montana, and an inexhaustible store of mineral wealth, the same being capable of supporting a populace of hundred thousand people; and,

Whereas we maintain that when this reservation is thrown open it should be for the benefit and use of only such citizens of the United States as desire to secure homes for

themselves and families, and not for the exclusive use of a grasping monopoly; and

Whereas experience has taught that such a lease would work injustice to the Crow Indians themselves, as well as to the white settlers of Eastern Montana, in that it would result in endless conflict between the Indians and cattlemen, with all the horrors of savage warfare: Therefore be it

Resolved, By the citizens of Yellowstone County, in mass convention assembled, and representing all the people of Eastern Montana, irrespective of party or business interest, that we earnestly protest against a lease being made between the Crow Indians and any person or persons having for its object the exclusive use of the Crow Reservation; further

Resolved, That we respectfully call on the Hon. Henry M. Teller, Secretary of the Interior, to prevent any such scheme from being carried into effect; and further

Resolved, That we ask H. J. Armstrong, agent for the Crow Indians, to stop any negotiations looking to a lease so far as he may be able to do so; and further

Resolved, That we pledge ourselves to one another to resist to the extent of our power by all lawful means any such disposition of the Crow Reservation.

THE HELENA BOARD OF TRADE.—ITS ACTION TO-DAY IN EXECUTIVE COMMITTEE ON THE CROW RESERVATION.

Whereas the Helena Board of Trade has been made aware of an effort to obtain a lease of the western portion of the Crow Reservation in Montana by a corporation that would use it for cattle-grazing, to the detriment of an agricultural and mining population who expect by wise councils and legislation to occupy it at an early day by amicable treaty;

Whereas we maintain that when this reservation is thrown open for settlement it should be for the benefit and use only of such citizens of the United States as desire to secure homes for themselves and families in the pursuit of agriculture and mining;

And whereas the citizens of Yellowstone County, directly affected by the leasing of the Crow Reservation to a foreign monopoly, in mass meeting assembled, passed strong resolutions against the loss of 3,500,000 of acres to the legitimate settlers and farmers: Therefore,

Resolved, That the Helena Board of Trade, in behalf of the people, respectfully reiterate the sentiments of the citizens of Yellowstone County as expressed in mass meeting assembled, and make their remonstrances its grievous objections to the leasing of the Crow Reservation, which the board has the honor to urgently lay before the Secretary of the Interior.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
November 29, 1884.

Respectfully referred to the Commissioner of Indian Affairs in connection with 5177 and 5217–84.

GEO. M. LOCKWOOD,
Chief Clerk.

PITTSFIELD, MASS., *November* 20, 1884.

MY DEAR SIR: I have just received the inclosed telegram. The affair seems to me to be very important, and if it has not been done with your full authority and knowledge of the subject, would it not be well to stop it by telegraph until it is fully understood.

I am obliged to go out of town in a half an hour, or I should write more fully, and I will communicate with you on my return.

Yours, truly,

H. L. DAWES,
By H. L. DAWES, JR.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

[Inclosed telegram.]

BILLINGS, MONT., 11, 19, '84.

HENRY L. DAWES (forward if absent):

Citizens of Montana ask your intervention to stop lease Crow Reservation to cattle syndicate. Petitions and protest reach you few days.

CITIZENS' COMMITTEE.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
Novmeber 29, 1884.

Respectfully referredto the Commissioner of Indian Affairs, in connection with 5176 and 5217–84.

GEO. M. LOCKWOOD,
Chief Clerk.

STILLWATER, MONT., *November* 12, 1884.

Excuse me for intruding upon your valuable time, but I wish to call your attention to a fraud upon the Crow tribe now in progress. I present the facts to you just as I gather them.

A Denver syndicate of cattle men have for some time back been endeavoring to lease and get control of the greater part of the Crow Reservation (viz, from the Big Horn west). This country is about 135 miles long, and from 30 to 60 miles wide, and embraces the best cattle ranges in the Territory, water power, and immense deposits of minerals.

Rumors have been plentiful of late that this plan was being brought to a focus. Last night an Indian runner came in here with the news that the agent (Major Armstrong) refused to issue farther rations to any Indians who refused to sign the lease; leasing their land for a term (as near as we could make out) of twenty years and the refusal of it for twenty more at the expiration of the first lease, for a small consideration.

This story the runner sustained through a severe examination.

As your Excellency well knows, in almost all agreements and trades of this nature with various tribes the Indians almost invariably have been swindled. In this case it can and I think will be done by accusing the Indians of stealing, and charging them with every head of cattle missing, which, owing to losses from thefts by whites, losses from wild animals and cold, will be enough to almost if not quite consume the consideration promised.

Courses like this are almost certain to precipitate an Indian war. The Indians are told they had better get what they can for their land, as the Great Father is intending to take all their land from them for nothing, and more to that effect. Some have signed it, others are holding out; but as the affair is being conducted, there can be but one ending, and that shortly, for it means starvation to all the insubordinates.

The agent and white men who have married squaws are now openly charged with receiving bribes to help carry the business through. Of course the agent knows his term of office is short at the best. The whole affair is conducted with great secrecy. If the business is not *instantly* stopped, till it can be investigated, it will be too late, and, in the opinion of hundreds here, a great outrage upon the nation's wards will be consummated.

I have been as concise as possible to be lucid, and present what I believe to be true.

Sincerely believing you will do what is just and right, I have the honor to subscribe myself,

Your obedient servant and will wisher,

MALCOLM M. McDONALD.

His Excellency the PRESIDENT OF THE UNITED STATES.

[Indorsements.]

Respectfully referred to the Secretary of the Interior. By direction of the President. November 17, 1884.

O. L. PRUDEN,
Secretary.

DEPARTMENT OF THE INTERIOR,
November 29, 1884.

Respectfully referred to the Commissioner of Indian Affairs, in connection with communications from Hon. H. L. Dawes and A. J. Davidson upon the same subject.

GEO. M. LOCKWOOD,
Chief Clerk.

TOPEKA, KANS., *December* 6, 1884.

SIR: With reference to the matter of the lease of a portion of the Crow Reservation, Montana, asked for by us, we desire simply to state that the proposition has been made in good faith and for the purposes indicated in said lease proposal.

We further beg leave to suggest that if it should be deemed advisable we are perfectly willing to give ample and satisfactory security for the full and faithful carrying out of our proposed lease in such manner as may be required by that Department.

Very respectfully,

BLAKE & WILSON,
Trustees.

The Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
December 10, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

GEO. M. LOCKWOOD,
Chief Clerk.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
December 15, 1884.

DEAR SIR: By your reference, I am in receipt of a letter from Mr. John A. Schmitt, in reference to opening up the Crow Reservation to settlement. I have recommended in my report for this year that 3,000,000 acres of this reservation be disposed of in some way for the benefit of the Crows, but nothing of that kind can be done without action by Congress authorizing it.

Mr. Schmitt's address is Billings, Mont. T.

Very respectfully,

H. PRICE,
Commissioner.

Hon. JOHN A. LOGAN,
United States Senate.

(The letter to which this is an answer is temporarily mislaid in the Indian Office.)

DEPARTMENT OF THE INTERIOR,
Washington, November 26, 1884.

SIR: I send you herewith a copy of a letter from Malcolm McDonald, of Stillwater, Mont., dated November 12, 1884. As the statements made by Mr. McDonald are in the nature of charges, I submit the letter to you for reply.

Very respectfully,

H. M. TELLER,
Secretary.

Mr. HENRY J. ARMSTRONG,
United States Indian Agent,
Crow Agency, Montana.

UNITED STATES INDIAN SERVICE,
New Crow Agency, Montana, December 3, 1884.

SIR: I have the honor to reply to your note of November 26, 1884, inclosing a copy of a letter from Malcolm McDonald, of Stillwater, Mont., charging that I had endeavored to persuade the Crows to sign a lease of a portion of their reservation, and that I had withheld rations from such Indians as refused to sign; all of which I declare to be an utter falsehood. It is true that the Crows have agreed to lease a portion of their country to J. C. Wilson, esq., of Topeka, Kans., and John T. Blake, of Colorado, but it is not true that I have persuaded them to do this. I have not asked any Indian to sign the lease, much less have I endeavored to coerce them to do so.

I have simply permitted it to be done. I will relate a history of the affair.

In the first place, Mr. Wilson came to the old agency a year and a half ago with some of his friends, strangers to me, for the purpose of getting a lease. They brought with them nothing from the Department that would authorize me to permit them to do any business with the Indians, and I declined to have anything to do with it or to allow them to talk to the Crows.

After a time they came again, bringing with them a letter from the honorable Assistant Secretary, Mr. Joslyn, addressed to myself as agent, with Mr. Wilson's name in the body of it, authorizing them, as I understood it, to proceed with the business and get a lease, if they could, and instructing me that my duties in the matter were simply to see that no wrong was done to the Indians. This time they did not succeed in securing a lease; in fact, they made no efforts to do so. In a short time another party came from Illinois for the same purpose, but they brought no letter from the honorable Secretary or Commissioner, so I declined to have anything to do with it or permit it to go on, and the Illinois party went away without attempting to do any business with the Crows.

In a little while I received a second letter from Mr. Joslyn censuring me rather severely because I had declined to assist the Illinois party, and explaining that the letter he had given to Mr. Wilson was not intended to favor him at all to the exclusion of other parties (as I had *not* done), but merely to show how the Department regarded the matter. And this, it seemed to me, confirmed the construction I had put upon the letter brought by Mr. Wilson.

In addition to the letters from Mr. Joslyn I received letters from Senators, Members of Congress, and from the late chairman of the Indian Committee in the House, assuring me that it was all right and urging me to permit Mr. Wilson to obtain the lease. I was also indirectly informed by one of the parties who came to obtain the lease that if I opposed it I would not oppose it very long. And so, as I said before, I permitted the lease to be made; but any accusation that I used my position wrongfully to induce the Indians to sign is false.

My own idea about the matter is that while there is no moral wrong in it, yet it is contrary to what ought to be the policy of the Government.

I would have preferred very much that all the land in the reservation not actually needed to provide homesteads for the Indians should have been thrown open for settlement; and to prove that I have honestly labored to bring this about, I will refer the honorable Secretary to the inclosed communication* which I have caused to be published in the New York Nation, in the hope that I might influence public opinion in the East, and in this way get the Government to adopt a policy in dealing with the Indians—all Indians—and their affairs, which, as I firmly believe after being acquainted with the Indian people during my whole lifetime, is the only plan that will settle the vexatious question completely and fairly for all parties.

I hope the honorable Secretary will do me the honor to consider the policy I proposed in the Nation.

As a further proof that I have honestly tried to get this reservation diminished to the smallest limit that will leave each Indian his homestead under the treaty, I would refer the honorable Secretary to the following copy of an official communication which I sent to the honorable Commissioner of Indian Affairs nearly six months ago:

"CROW AGENCY, MONTANA,
"*June* 19, 1884.

"SIR: I have the honor to inclose an article I have clipped from a Montana paper, blaming the Indian agent because the large reservations are not cut down.

"I do not know that it is customary or even proper for an agent to address the honorable Commissioner upon this subject until he is invited to do so; but we have a great body of country to the west of this (new) location which the Indians have no use for at all, and which can just as well be thrown open for settlement as not.

"I want to be relieved of the care of it, and presume that any agent who comes after me will feel the same way. The agreement can be arranged with the Crows in a short time, and I hope it may be done not later than September.

"Very respectfully,

"H. J. ARMSTRONG,
"*United States Indian Agent.*

"Hon. H. PRICE,
"*Commissioner of Indian Affairs, Washington, D. C.*"

I presume the Commissioner thought me impertinent for writing on such a subject. If so, I am sorry.

I can also refer the honorable Secretary to my annual report, wherein I made the strongest argument I am capable of making for a reduction of all reservations, or their abolishment, and for a more vigorous policy in dealing with the Indian people.

I hope the honorable Secretary will not consider that I write this much in the nature of a defense in order to retain my position.

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*See "The Nation," No. 977, March 20, 1884, article entitled "The Indian Question," signed "Jacques." (Does not relate to leases.)

I shall always maintain that I have committed no intentional moral wrong since I have been agent for the Crows, but I do not care to retain my position.

I am thoroughly tired of contending with the public, with the Department, and with the Indians for $2,000 a year, and shall be perfectly willing to turn over to my successor as soon as I get the rest of the Government property down here from the old agency, which will be in a very few weeks.

Very respectfully, your obedient servant,

H. J. ARMSTRONG,
United States Indian Agent.

Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

Whereas a treaty made between the Government of the United States and the Crow tribe of Indians on the 12th day of June, A. D. 1880, provided for grazing privileges as follows:

"SEC. 3. If at any time hereafter we, as a tribe, shall consent to permit cattle to be driven across our reservation or grazed thereon, the Secretary of the Interior shall fix the amount to be paid by the parties so desiring to drive or graze cattle, all moneys arising from this source to be paid to us under such rules and regulations as the Secretary of the Interior may prescribe;"

And whereas, at a council of the Crow Indians residing upon the Crow Reservation in the Territory of Montana, acquired in pursuance of a treaty between the Crow tribe of Indians and the Government of the United States, and confirmed by subsequent acts of Congress, and decisions and rulings of the Department of the Interior, which said council was held at the Crow Agency on the Little Big Horn River, on said reservation, on the 29th day of October, A. D. 1884, the following proceedings were had, and appear of record as follows:

Wherefore, this agreement witnesseth that the Crow tribe of Indians, in consideration of the sum of $30,000 per annum, to be paid semi-annually in advance, except the first payment, of which $6,000 shall be paid within thirty days after the approval of this contract by the Secretary of the Interior, the semi-annual payments to be made on the 30th days of April and November of each year, do let and lease to J. C. Wilson, of Topeka, Kans., and John T. Blake, of Salida, Colo., trustees, their heirs or assigns, for the term of ten years from the 1st day of June, A. D. 1885, the following-described land, to wit: All that part or portion of said Crow Reservation lying west of a line beginning at Pompey's Pillar, on the Yellowstone River, on the northern boundary of said reservation, running in a southerly direction to a point 10 miles west of Fort C. F. Smith; thence south to the southern boundary of said reservation on the line separating the same from the Territory of Wyoming, excepting such portions of said described territory in what is known as the Yellowstone Bottom, which have been surveyed by the United States Government for the purpose of setting apart in severalty to members of said Crow tribe of Indians for agricultural purposes. The lands within the foregoing boundary contain about 1,500,000 acres of grazing lands, the remainder thereof being rocky, mountainous, and not adapted to agricultural or grazing purposes. All payments of rental, as hereinbefore set forth, shall be made at the agency buildings on said reservation, and in such manner and to such person or persons as said tribe may designate. The said J. C. Wilson and John T. Blake, trustees, their heirs or assigns, shall have the privilege of fencing the land included in this lease, or any portion of it, and to use any timber necessary for such fencing, and for all necessary ranche buildings or corrals, and firewood for employés, but no privileges granted to sell or dispose of timber in any other manner.

The said J. C. Wilson and John T. Blake, trustees, their heirs or assigns, shall, so far as practicable, employ as herders of stock members of said tribe residing on said reservation.

It is further agreed by and between parties to this lease that the cattle, horses, or other stock owned or held by the said J. C. Wilson and John T. Blake, trustees, their heirs or assigns, on the above described land, shall be held as guaranty for the prompt payment of the rental as stipulated in this lease. It is further understood and agreed by and between the parties hereto that the said J. C. Wilson and John T. Blake, trustees, their heirs or assigns, may at any time after the execution hereof, and its approval by the Secretary of the Interior, enter into and take possession of the lands herein described for the purpose of building fences or corrals, the erection of ranche buildings, and the location and placing of stock.

The object and purpose of making this lease on the part of the members of the Crow tribe of Indians is to derive a revenue from leasing their surplus lands, and to enable our young men to learn the habits of civilized life, to breed, to improve, and grow domestic cattle and horses, and to enable them to earn wages for themselves; and the object and purpose of J. C. Wilson and John T. Blake, trustees, in entering into this agreement is to graze, breed, and improve domestic cattle and other stock upon the lands described in this lease.

In witness whereof the parties hereto have set their hands, at Crow Agency, on the Little Big Horn River, Crow Reservation, Territory of Montana, on the 29th day of October, A. D. 1884.

J. C. WILSON, *Trustee.*
JOHN T. BLAKE, *Trustee.*

Witnesses to signatures above of J. C. Wilson, trustee, and to John T. Blake, trustee:
C. H. BARSTOW,
THOS. E. WALKER.

1. FRINGE, *Chief, Band No.* 5, his x mark.
2. LONG OTTER, his x mark.
3. OLD DOG, *Chief, Band No.* 7, his x mark.
4. HORSE GUARD, *Chief, Band No.* 17, his x mark.
5. ALLIGATOR, his x mark.

CROW AGENCY, MONT.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 1 to No. 5, inclusive.

C. H. BARSTOW.
THOS. E. WALKER.

6. TAKES WRINKLE, *Chief, Band No.* 14, his x mark.
7. SPANIARD, *Chief, Band No.* 19, his x mark.
8. LONG HAIR, his x mark.
9. JOHN WALLACE, his x mark.
10. OLD CROW, *Chief, Band No.* 21, his x mark.
11. BUSY WOLFE, his x mark.
12. DOG EYE, *Chief, Band No.* 24, his x mark.
13. SHELL ON THE NECK, his x mark.
14. LONG ELK, *Chief, Band No.* 16, his x mark.
15. PRETTY GUTTS, *Chief, Band No.* 4, his x mark.
16. CRAZY SISTER-IN-LAW, *Chief, Band No.* 6, his x mark.
17. OLD NEST, *Chief, Band No.* 26, his x mark.
18. SMALL WAIST, his x mark.
18. MEDICINE CROW, *Chief, Band No.* 8, his x mark.
19. BEAR IN THE WATER, *Chief, Band No.* 3, his x mark.
20. BULL GOES HUNTING, *Chief, Band No.* 12, his x mark.
21. TWO BELLY, *Chief, Band No.* 20, his x mark.
22. BIG OX, *Chief, Band No.* 25, his x mark.
23. FIRE FISH, *Chief, Band No.* 2, his x mark.
24. BIG FOREHEAD, *Chief, Band No.* 15, his x mark.
25. ENEMY HUNTER, his x mark.
26. PLENTY COOS, *Chief, Band No.* 13, his x mark.
27. PRETTY EAGLE, *Chief, Band No.* 11, his x mark.

CROW AGENCY, MONT.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 6 to No. 27, inclusive.

C. H. BARSTOW.
THOS. E. WALK

28. IRON BULL, *Chief, Band No.* 9,	his x mark.
29. BELL ROCK,	his x mark.
30. OLD WOMAN,	his x mark.
31. DRIFT WOOD,	his x mark.
32. SHORT NOSE,	his x mark.
33. LITTLE WOLF, *No.* 2,	his x mark.
34. BULL CHIEF,	his x mark.
35. POOR ELK,	his x mark.
36. BLACK HEAD,	his x mark.
37. SHAVINGS,	his x mark.
38. CUT TURNIP,	his x mark.
39. RATTLES,	his x mark.
40. WHITE SHIRT,	his x mark.
41. WOOD TICK,	his x mark.
42. THREE WOLVES,	his x mark.
43. TEN BEAR,	his x mark.
44. BEAVER THAT SLIDES,	his x mark.
45. SINGS,	his x mark.
46. BULL WOLF,	his x mark.
47. SHOWS THE BIRD,	his x mark.
48. BIG PORCUPINE,	his x mark.
49. BAD MAN,	his x mark.

CROW INDIAN AGENCY, MONT.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian on this page, from No. 28 to No. 49, inclusive.

C. H. BARSTOW.
THOS. E. WALKER.

50. CRAZY CRANE,	his x mark.
51. HUNTS,	his x mark.
52. OLD BOAT,	his x mark.
53. NARROW KNIFE,	his x mark.
54. SHOWS PLENTY,	his x mark.
55. BLACK BIRD,	his x mark.
56. RAISE UP,	his x mark.
57. BEND,	his x mark.
58. SHOT,	his x mark.
59. WOLF THAT LAYS DOWN,	his x mark.
60. HE HAS GONE,	his x mark.
61. BIG NOSE,	his x mark.
62. GREY BULL,	his x mark.
63. BIG ROUND,	his x mark.
64. BEAR OF,	his x mark.
65. DEAF BULL,	his x mark.
66. LONG EAR,	his x mark.
67. BLACK BULL,	his x mark.
68. DREAMER,	his x mark.
69. SHORT BULL,	his x mark.
70. PUKES ON THE GROUND,	his x mark.
71. RED FOX, *No.* 2,	his x mark.

CROW INDIAN AGENCY, MONT.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, No. 50 to 71, inclusive.

C. H. BARSTOW.

72. Rock Chief, his x mark.
73. Charley Foster, his x mark.
74. Spies on the Enemy, his x mark.
75. Little Boy, his x mark.
76. Goes Ahead, his x mark.
77. The Other Gun, his x mark.
78. Bread, his x mark.
79. Gun Chief, his x mark.
80. Big Medicine, his x mark.
81. Hides, his x mark.
82. Wrinkled Face, his x mark.
83. The Wet, his x mark.
84. Jack, his x mark.
85. Strong, his x mark.
86. Pretty on Top, his x mark.
87. Ain't Afraid of the Corral, his x mark.
88. Red Fox, his x mark.
89. Spotted Horse, *Chief, Band No. 22*, his x mark.
90. Calf, his x mark.
91. Long Ann, his x mark.
92. Foolish Man, his x mark.
93. The Bird Fish, his x mark.
94. Bad Boy, his x mark.
95. Buffalo Grunts, his x mark.
96. Bird Shirt, his x mark.
97. Sees the White Horse, his x mark.
98. Grandmother's Knife, his x mark.
99. Bull Squirrel, his x mark.

Crow Indian Agency, Mont.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 72 to No. 99, inclusive.

C. H. BARSTOW.

100. Goes to War, *No.* 2, his x mark.
101. Two Leggins, his x mark.
102. Stretches, his x mark.
103. Holds on to Him, his x mark.
104. Bear in the Middle of the Ground, his x mark.
105. Big Eye, his x mark.
106. Put on Antelope Cap, his x mark.
107. Flat Dog, his x mark.
108. Arapaho, his x mark.
109. Black Hair, his x mark.
110. No Ground, his x mark.
111. Crooked Arm, his x mark.
112. The Back, his x mark.
113. Old Wolf, his x mark.
114. The Foot, his x mark.
115. Crow Tail, his x mark.
116. Leads the Wolf, his x mark.
117. Young Hairy Wolf, his x mark.
118. He is the Bear Now, his x mark.
119. No Hair on His Tail, his x mark.
120. Big Leg, his x mark.
121. No Name, his x mark.
122. Two People, his x mark.
123. White Forehead, his x mark.
124. Goes On, his x mark.
125. The River, his x mark.
126. Bear Lays Down Plenty, his x mark.

Crow Indian Agency, Mont.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 100 to No. 126, inclusive.

C. H. BARSTOW.
THOS. E. WALKER.

127. IRON FORK, his x mark.
128. THE IRON, his x mark.
129. THE BANK, his x mark.
130. BEAD ON THE FOREHEAD, his x mark.
131. WHITE BEAR, his x mark.
132. OLD WHITE MAN, his x mark.
133. NARROW FACE, his x mark.
134. YELLOW HORSE, his x mark.
135. WHITE FAWN, his x mark.
136. WALKING BIRD, his x mark.
137. GROS VENTRES HORSE, his x mark.
138. YOUNG SWALLOW, his x mark.
139. STRIPES IN HIS FACE, his x mark.
140. GOES TO ALL THE LODGES, his x mark.
141. FINDS THE FEATHER, his x mark.
142. SLINGS HIS ANN, his x mark.
143. GOOD LOOKING OLD MAN, his x mark.
144. PLENTY BEAR, his x mark.
145. SMALL HEART, his x mark.
146. HORSE NO JOINT, his x mark.
147. BIG KNOT ON HIS FOREHEAD, his x mark.
148. WALKS SLOW, his x mark.
149. BULLS EYE, his x mark.
150. BAD BABY, his x mark.
151. RIDES ALONE, his x mark.
152. CRAINE IN THE SKY, his x mark.
153. MOUNTAIN POCKET, his x mark.
154. WHITE CLAY ON HIS FOREHEAD, his x mark.

CROW INDIAN AGENCY, MONT.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 127 to No. 154, inclusive.

C. H. BARSTOW.
THOS. E WALKER.

155. STRAWBERRY ROAN, his x mark.
156. STANDS AMONG THEM, his x mark.
157. ENEMY WELL KNOWN, his x mark.
158. DOES EVERYTHING, his x mark.
159. SETS IN THE MIDDLE, his x mark.
160. BIG BEAR, his x mark.
161. HIS TOBACCO, his x mark.
162. LOUIS BOMPARD, his x mark.
163. LONG NECK, his x mark.
164. DOG CRYING, his x mark.
165. SUGAR, his x mark.
166. GOES TO WAR, *No.* 1, *Band No.* 1. his x mark.
167. STRONG WIND, his x mark.
168. FIRE BIRD, his x mark.
169. DANCING WOMAN, his x mark.
170. SPOTTED HAT, his x mark.
171. WALKS IN THE MIDDLE OF THE GROUND, his x mark.
172. PRETTY TAIL, his x mark.
173. BULLET NOSE, his x mark.
174. YELLOW TOP, his x mark.
175. YELLOW FACE, his x mark.
176. WALKING MOUSE, his x mark.
177. THE OTHER LODGE, his x mark.
178. MOUNTAIN CHIEF, his x mark.
179. TWINS, his x mark.
180. RED WING, his x mark.
181. BULL HAIR, his x mark.

CROW INDIAN AGENCY, MONT.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 155 to No. 181, inclusive.

C. H. BARSTOW,
THOS. E. WALKER.

182. WHITE FACED HORSE,	his x mark.
183. PLENTY WINGS,	his x mark.
184. GOOD BIRD,	his x mark.
185. ONE BLUE BEAD,	his x mark.
186. SMART MAN,	his x mark.
187. RED HAIL STONE,	his x mark.
188. ON THE PRAIRIE,	his x mark.
189. STRONG ALONE,	his x mark.
190. LONG SNAKE,	his x mark.
191. GOT THINGS,	his x mark.
192. YOUNG CURLEW,	his x mark.
193. HALF WHITE,	his x mark.
194. SPOTTED ARROW,	his x mark.
195. PRETTY OWL,	his x mark.
196. SPOTTED JACK RABBIT,	his x mark.
197. SETS DOWN SPOTTED,	his x mark.
198. LONG DAY,	his x mark.
199. BEAR THAT GETS UP,	his x mark.
200. SHARP HORN,	his x mark.
201. LOW HORN,	his x mark.
202. BEAR TOOTH,	his x mark.
203. BOB TAIL OWL,	his x mark.
204. HEAD AND TAIL ROBE,	his x mark.
205. SMOKES,	his x mark.
206. WOLF THAT DRINKS WATER,	his x mark.
207. MAD BEAR,	his x mark.
208. THE FENCE,	his x mark.
209. STRONG TIE,	his x mark.

CROW INDIAN AGENCY, MONT.,
October 29, 1884.

We certfy on honor that we witnessed the signature of each and every Indian named on this page, from No. 182 to No. 209, inclusive.

C. H. BARSTOW.
THOS. E. WALKER.

210. LITTLE STAR.	his x mark.
211. MEDICINE HIGH,	his x mark.
212. THE KICKER,	his x mark.
213. MAKES IT HIMSELF,	his x mark.
214. STRONG HEART,	his x mark.
215. THE BALL,	his x mark.
216. THE FIRE,	his x mark.
217. SHOT IN THE FACE,	his x mark.
218. THE KISSER,	his x mark.
219. BOB TAIL WOLF,	his x mark.
220. GROUND COMES UP,	his x mark.
221. WALKING TOBACCO,	his x mark.
222. OTTER MAN,	his x mark.
223. SITS ON A MOUNTAIN,	his x mark.
224. BURNED MOUTH,	his x mark.
225. BOB TAIL CROW,	his x mark.
226. STANDS HIGH UP,	his x mark.
227. HARRY,	his x mark.
228. OLD CAYOTE,	his x mark.
229. THAT SHAVES,	his x mark.
230. RUNS AMONG THE ENEMY,	his x mark.
231. RED CAYOTTE,	his x mark.
232. THE ELK,	his x mark.
233. FOUR BALLS,	his x mark.
234. RIDES A HORSE,	his x mark.
235. THE HORSE,	his x mark.
236. PLENTY BUTTERFLY,	his x mark.
237. BEAR COMES FROM BELOW.	his x mark.

CROW INDIAN AGENCY, MONT.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 210 to 237, inclusive.

C. H. BARSTOW,
THOS. E. WALKER.

238. HOLE IN THE LODGE,	his x mark.
239. TWO BEARS,	his x mark.
240. BLACK HAWK,	his x mark.
241. RED EYE,	his x mark.
242. LONG BEAR,	his x mark.
243. SPOTTED HORN,	his x mark.
244. THE GUN,	his x mark.
245. CHARLEYS,	his x mark.
246. HUNTS THE ENEMY, No. 2,	his x mark.
247. THE GREENE,	his x mark.
248. TOP OF THE HILL,	his x mark.
249. CURLEY,	his x mark.
250. BLACK FOOT,	his x mark.
251. BIG SKY,	his x mark.
252. STRIKES HIM ON THE HEAD,	his x mark.
253. FLAT HEAD WOMAN,	his x mark
254. BIRD THAT TURNS HIS HEAD,	his x mark.
256. STRIKES THREE,	his x mark.
257. PAINT ON HIS FOREHEAD,	his x mark.
258. PUTS THE BEEF UP,	his x mark.
259. THE WOLF,	his x mark.
260. THE MOON,	his x mark.
261. FOUR BIRDS,	his x mark.
262. OWL WELL KNOWN,	his x mark.
263. SMALL POX IN THE GUTS,	his x mark.
264. NO JOINT,	his x mark.
265. WHITE BUFFALO,	his x mark.

CROW INDIAN AGENCY, MONTANA,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page from No. 238 to 265, inclusive.

C. H. BARSTOW,
THOS. E. WALKER.

266. BOY THAT GRABS,	his x mark.
267. SPOTTED WOLF,	his x mark.
268. CRAZY WOLF,	his x mark.
269. THE COOS,	his x mark.
270. LITTLE HAWK,	his x mark.
271. BEAR CRANE,	his x mark.
272. PLENTY OF HOOPS,	his x mark.
273. FETCH GOOD HORSE,	his x mark.
274. PORR ASSINNABOINE,	his x mark.
275. LITTLE IRON,	his x mark.
276. TAKES PRETTY THINGS,	his x mark.
277. SCHOOL MASTER,	his x mark.
278. NAGS,	his x mark.
279. PLENTY MUSKRATS,	his x mark.
280. YELLOW,	his x mark.
281. HAILSTONE,	his x mark.
282. MEDICINE BEAR,	his x mark.
282. OLD TOBACCO,	his x mark.
283. LONE TREE,	his x mark.
284. BLACK TAIL,	his x mark.
285. ONE FEATHER	his x mark.
286. BULL NOSE, *Chief Band No.* 18,	his x mark.
287. STAND ON A CLOUD,	his x mark.
288. BIRD ALL OVER THE GROUND,	his x mark.
288. STRONG WELL KNOWN,	his x mark.
289. POUNDED MEAT,	his x mark.
290. GOT A GREY BLANKET,	his x mark.

CROW INDIAN AGENCY, MONTANA,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page from No. 266 to 290, inclusive.

C. H. BARSTOW.
THOS. E. WALKER.

291. Red Eagle,	his x mark.
292. Takes Hold of the Dead,	his x mark.
293. The Brave,	his x mark.
294. Travels Well Known,	his x mark.
295. Strikes The Hat,	his x mark.
296. Show The Bird,	his x mark.
297. Three Black Birds,	his x mark.
298. White Ann,	his x mark.
299. Fat Tobacco,	his x mark.
300. Voice Well Known,	his x mark.
301. Yellow Head,	his x mark.
302. Little Whetstone,	his x mark.
303. Hugs The Pipe,	his x mark.
304. Young Wolf,	his x mark.
305. Crane Well Known,	his x mark.
306. Medicine Horse,	his x mark.
307. Stands On The Mountain,	his x mark.
308. The Beard,	his x mark.
309. Old Robe,	his x mark.
310. Bear Tail,	his x mark.
311. Runs With The Enemy,	his x mark.
312. Takes a Crooked Stick,	his x mark.
313. Bad Face,	his x mark.
314. Dummy,	his x mark.
315. Looks In The Water,	his x mark.
316. Cross Weasel,	his x mark.
317. Charges Along The Hillside,	his x mark.
318. Bull In The Water,	his x mark.

Crow Indian Agency, Montana,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from 291 to 318, inclusive.

C. H. BARSTOW,
THOS. E. WALKER.

319. The Iron Woman,	his x mark.
320. Good Heart,	his x mark.
321. Goose Chief,	his x mark.
322. The Fly,	his x mark.
323. Old Beaver,	his x mark.
324. Hold on the Tail,	his x mark.
325. Old Wolf, No. 2.	his x mark.
326. Sitting Elk,	his x mark.
327. Cut a Hole in the Ice,	his x mark.
328. The Iron Horse,	his x mark.
329. Antelope Cayote,	his x mark.
330. The Hair,	his x mark.
331. Knife Chief,	his x mark.
332. Takes a Man's Horse,	his x mark.
333. Sets Before a Cloud,	his x mark.
334. Covers His Neck,	his x mark.
335. Strikes Across the Water,	his x mark.
336. Whistle Water,	his x mark.
337. Takes Across the Water,	his x mark.
338. White Dog,	his x mark.
339. Rides the Bear,	his x mark.
340. Strikes the Scalp,	his x mark.
341. Crazy Pen d'Orielle,	his x mark.
342. Red Gun,	his x mark.
343. Calf Woman,	his x mark.
344. Mad Wolf,	his x mark.
345. Bull on Top of the Mountain,	his x mark.
346. Get Out of the Crowd,	his x mark.

Crow Indian Agency, Mont.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 319 to 346, inclusive.

C. H. BARSTOW.
THOS. E. WALKER.

347. White Bear, No. 2,	his x mark.
348. Cut Ear,	his x mark.
349. Yellow Tail,	his x mark.
350. Red Duck,	his x mark.
351. Shoots the Enemy,	his x mark.
352. Cut Lip,	his x mark.
353. Wounded Arm,	his x mark.
354. Right Among Them,	his x mark.
355. Plain Left Hand,	his x mark.
356. Yellow Shield,	his x mark.
357. Blue Belly,	his x mark.
358. Wolf That Don't Touch the Ground,	his x mark.
359. Big Wing,	his x mark.
360. Grey Arm,	his x mark.
361. Broken Arrow,	his x mark.
362. Takes the Gun,	his x mark.
363. The Gros Ventres,	his x mark.
364. Cuts the Bear's Ear Off,	his x mark.
365. Got Nice Coos,	his x mark.
366. That Kills,	his x mark.
367. Gets Crazy,	his x mark.
368. His Strong Arm,	his x mark.
369. Charges on the Camp,	his x mark.
370. Horse Well Known,	his x mark.
371. Shows the Pipe,	his x mark.
372. Fat in the Morning,	his x mark.
373. Little Bear,	his x mark.
374. Old Cayote,	his x mark.

Crow Indian Agency, Mont.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from 347 to 374, inclusive.

C. H. BARSTOW.
THOS. E. WALKER.

375. Middle Ages Man,	his x mark.
276. White Otter,	his x mark.
377. Young Beaver,	his x mark.
378. Strong Well Known,	his x mark.
379. White Bull,	his x mark.
380. Runs Himself,	his x mark.
381. Eagle Sits Down,	his x mark.
382. Rides Pretty Horses,	his x mark.
383. Little Whetstone,	his x mark.
384. Skins the Wolf,	his x mark.
385. One Horn Gone,	his x mark.
386. Lean Man,	his x mark.
387. Pretty Otter,	his x mark.
388. Stray Horse,	his x mark.
389. He is Down on Them,	his x mark.
390. Round Face,	his x mark.
391. White Crow,	his x mark.
392. Arm Around the Neck,	his x mark.
593. Spotted Tail,	his x mark.
394. Old Bear,	his x mark.
395. Bloody Man,	his x mark.
396. Bear all the Time,	his x mark.
397. Chief's Child,	his x mark.
398. Bull all the Time,	his x mark.
399. Medicine Tail,	his x mark.
400. Yellow Weasel,	his x mark.
401. Good Luck,	his x mark.
402. He Don't Run.	his x mark.

Crow Indian Agency, Mont.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 375 to 402, inclusive.

C. H. BARSTOW.
THOS. E. WALKER.

403. KETTLE THAT BOILS WELL,	his x mark.
404. HORSE,	his x mark.
405. CRAZY HEAD, *Chief Band No.* 23,	his x mark.
406. WHITE MAN RUNS HIM,	his x mark.
407. YOUNG JACK RABBIT,	his x mark.
408. BEAR IN THE MIDDLE,	his x mark.
409. YOUNG CRANE,	his x mark.
410. BIG HEAD,	his x mark.
411. BLUE MOCCASIN,	his x mark.
412. TAKES RIGHT AMONG THEM,	his x mark.
413. WOMAN CHIEF,	his x mark.
414. RED HAT,	his x mark.
415. BEAD ON THE ANKLE,	his x mark.
416. THE WIND,	his x mark.
417. WHOOP ON THE FOREHEAD,	his x mark.
418. STRONG SHIELD,	his x mark.
419. PRETTY OWL,	his x mark.
420. STRIKES A GUN,	his x mark.
421. ON TOP OF A CLOUD,	his x mark.
422. YELLOW CRANE,	his x mark.
423. GRAY DOG,	his x mark.
424. PRETTY GRASS,	his x mark.
425. CURLEY,	his x mark.
426. SHOOTS THE LODGE,	his x mark.
427. SPOTTED ARM,	his x mark.
428. PAINTS HIMSELF PLENTY,	his x mark.
429. RED PLUME,	his x mark.
430. FINDS THEM AND KILLS THEM,	his x mark.

CROW INDIAN AGENCY, MONT.,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page, from No. 403 to No. 430, inclusive.

C. H. BARSTOW,
THOS. E. WALKER.

431. NOT MIXED,	his x mark.
432. YELLOW WOLF,	his x mark.
433. YOUNG ROCK,	his x mark.
434. BIG PRAIRIE DOG,	his x mark.
435. RUNNER,	his x mark.
436. OLD BEAR,	his x mark.
437. BIG SHOULDER BLADE,	his x mark.
438. BUFFALO WELL KNOWN, *Chief Band, No.* 10,	his x mark.
439., CROOKED FOOT,	his x mark.

CROW INDIAN AGENCY, MONTANA,
October 29, 1884.

We certify on honor that we witnessed the signature of each and every Indian named on this page from, No. 431 to No. 439, inclusive.

C. H. BARSTOW,
THOS. E. WALKER.

I hereby certify on honor that I have explained to the Indians above named and am satisfied that they understand the nature of the foregoing lease, and that I witnessed the signature of each and every Indian to said lease.

BERNARD BRAVO,
Interpreter.

I hereby certify on honor that the foregoing lease was made with the Crow Indians by the parties named therein under Section 3 of the treaty of June 12, 1880, and that I attended the council held by said Indians on the 29th day of October, 1884, by which said lease was ratified and confirmed.

H. J. ARMSTRONG,
United States Indian Agent.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 23.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In response to Senate resolution of December 20, 1884, report of the Chief of Engineers regarding the work done upon the Buckhannon River, West Virginia.

JANUARY 7, 1885.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 7, 1885.

The Secretary of War has the honor to transmit to the United States Senate a report dated the 5th instant, from the Chief of Engineers, and its accompanying copy of a report of Capt. James C. Post, Corps of Engineers, the same being transmitted in response to the resolution of the Senate of December 20, 1884, as follows:

Resolved, That the Secretary of War be, and he is hereby, requested to furnish to the Senate a report showing the work done under the supervision of the United States Engineers upon the Buckhannon River in West Virginia, together with an estimate of the amount required to continue the prosecution of said work.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., January 5, 1885.

SIR: I have the honor to acknowledge the reference to this office on the 23d December last, of the resolution of the Senate of the United States of December 20, 1884, requesting the Secretary of War to "furnish to the Senate a report showing the work done under the supervision of the United States Engineers upon the Buckhannon River in West Virginia, together with an estimate of the amount required to continue the prosecution of said work," and to return the same with a copy of the report of Capt. James C. Post, Corps of Engineers, which it is believed will furnish the information called for.

Very respectfully, your obedient servant,

JOHN NEWTON,
Chief of Engineers,
Brig. and Bvt. Maj. General.

HON. ROBERT T. LINCOLN,
Secretary of War.

IMPROVEMENT OF BUCKHANNON RIVER, WEST VIRGINIA.

UNITED STATES ENGINEER OFFICE,
Cincinnati, Ohio, December 29, 1884.

GENERAL: I have to submit the following report upon the Buckhannon River, West Virginia, in compliance with the following resolution of United States Senate, dated December 20, 1884, which was referred to me for report:

Resolved, That the Secretary of War be, and he is hereby, requested to furnish to the Senate a report showing the work done under the supervision of the United States Engineers upon the Buckhannon River in West Virginia, together with an estimate of the amount required to continue the prosecution of said work.

By act of Congress approved July 5, 1884, $1,500 was appropriated for the improvement of the Buchannon River, West Virginia. This river rises in the southeastern portion of the State and flowing in a northerly direction empties its waters into the Tygart's Valley, a tributary of the Monongahela River. The region through which it flows is rugged and mountainous, and is covered by a forest, much of which contains timber of the largest size and of the most valuable varieties. The river forms the only outlet for this timber, but in its present obstructed condition the timber can only be brought out in short lengths, and even then much of it is destroyed by being accumulated in log jams, or worn out by the continued blows and friction against the bowlders lying in the bed of the river and restricting the channel.

The Buckhannon River is 47½ miles long from the Three Forks to its mouth. In this distance there is a fall of 375 feet, which is very unevenly distributed, the river being nearly, if not quite, level in some portions, while in others there is a fall of 50 feet to the mile. It is obstructed by numerous islands, upon which there is a large growth of underbrush and timber, and by huge sandstone bowlders, some of them containing as much as 500 cubic yards. The islands divide the channel into two or more parts, and these, with the barriers of bowlders, cause log-jams and prevent the timber from reaching a market.

The improvement undertaken was the opening of channels through these obstructions by blasting and breaking of the rocks, clearing the islands, and removing the log-jams that had been formed.

The amount appropriated being small, work was commenced where the greater obstructions existed, and was continued as far as the funds would permit.

Ten islands, containing 12¾ acres, were cleared, and eleven log-jams, which completely closed the river, were cut up sufficiently to permit the next high water to carry the logs out. According to a fair estimate, these latter probably contained several hundred thousand feet of timber.

The work of removing the bowlders was commenced just below what is known as Gould's or Limber's Mill, about 9 miles above the town of Buckhannon. At this point a channel was opened for a distance of seven-eighths of a mile and 30 feet in width, by breaking up 9,245 cubic yards of rock. A similar channel was begun at Tenny's obstructions, some 3 miles above Gould's Mill, but the amount remaining on hand was only sufficient to remove 1,051 cubic yards at this point, and but little was accomplished.

The total work done was, therefore, clearing 10 islands, cutting 11 log-jams, and breaking up 10,296 cubic yards of rock.

While operations were being carried on, Mr. T. G. Brady, overseer, and in local charge of the work, made a careful examination of the

various places where the channel should be opened in order to accommodate the necessities of the locality. His report is submitted herewith.

Mr. Brady estimates that it will require the breaking up of 78,850 cubic yards of rock and bowlders to open a channel 30 feet in width from the Three Forks to Buckhannon, and he places the cost of this work at 30 cents per cubic yard, because of the difficulties that will be experienced in transporting the materials required to the upper portion of the river. His entire estimate for clearing the islands, cutting the log-jams, and breaking the rock is $23,955.

This estimate is founded upon the practical experience obtained while carrying on the work. It seems rather large, but I regard it as fairly accurate, having visited the locality and observed the character of the obstructions.

The amount of timber that will be made available by this improvement is considered by Mr. Brady, who is thoroughly conversant with the section, to be greatly underestimated in the letter of Hon. D. D. T. Farnsworth, which accompanied Colonel Merrill's report of January 6, 1883. In this letter the amount was placed at 50,000,000 feet of first-class timber. Mr. Brady, however, does not give a corrected estimate.

From the information I was able to obtain during my visits to the river I am led to believe that a very much larger amount of timber than that given by Mr. Farnsworth will be brought to market if the river is properly opened.

Very respectfully, your obedient servant,

JAS. C. POST,
Captain of Engineers.

Brig. Gen. JOHN NEWTON,
Chief of Engineers, U. S. A.

REPORT OF MR. TOM G. BRADY, OVERSEER.

BUCKHANNON, W. VA., *November* 24, 1884.

CAPTAIN: In submitting this report on the condition of the river above the town of Buckhannon, together with a map of the same showing the obstructed portion, 12 miles, I would say that the estimates given are formed upon the basis of the work already done.

The first obstruction above Buckhannon is at the falls, 7 miles.

From the falls to Burner's Mills, a distance of 1¼ miles, the river is very rocky. The rocks are not large, yet they often cause log-jams. There are three islands in this distance. At Burner's Mills there are several large bowlders which give a great deal of trouble.

From Burner's Mills for a distance of one-fourth of a mile there are quite a number of bowlders, running from 10 to 40 cubic yards. After passing these the river is quite smooth for three-fourths of a mile.

One mile from Burner's Mills there are several islands with quite a number of rocks. The river runs this way, with an occasional smooth stretch, for 1¼ miles. This brings us to Grass Run Island and its obstructions. From the head of this island we have cut a channel seven-eighths of a mile long and 30 feet wide, through Limber's mill-dam.

From the head of this channel for about one-eighth of a mile the water is very deep and smooth. This is known as Tenney's boat crossing.

From the boat crossing the river is very rough, the rocks forming almost a solid breastwork for 300 feet, then the rocks are more scattered, the whole obstruction extending for about half a mile; then the usual stretch of smooth water.

The next obstruction is Tenney's. At this place it is almost impossible for logs to pass; the rocks are very large, three of them having over 1,500 cubic yards.

Passing this we come to the mouth of Gravel Run, where we find about the same conditions as at Tenney's boat crossing, except that it takes more water to float logs

by the rocks, as the passages are very narrow, and the logs have to pass over the rocks.

From the mouth of the run for about 5 miles the river is full of small islands and rocks. The cost of removing the rocks is much increased, as it will be quite difficult to transport tools and explosives. The mountains on either side are very high and rough.

This brings us within 1 mile of Bean's Mill, and the worst place on the river. It is known as Bean's Rocks. For 1 mile the river is full of bowlders, and in that distance there are three very short bends, making it necessary to remove all the rocks.

At Bean's Mills there is a large island, containing 7 acres. The current passes on its east side, and there are quite a number of rocks requiring removal.

From Bean's Mills to the head of the river (or rather rivers, for above this the river has four forks) it is very smooth and will need little or no work.

My estimate of the number of yards of rock and other obstructions to be removed is, from a careful and practical survey:

78,850 cubic yards of rock to be broken and scattered, at 30 cents per cubic yard	$23,655
To remove log jams and cut 20 islands	300
Total	23,955

To estimate the amount of lumber that will be accessible and can be brought into market when the improvements are made, together with the value of the same, is almost an impossibility.

The forests are, in a measure, unbroken. The scope of timber is from Limber's Mills to Bean's Mills, 9 miles, then from Bean's Mills up Painter Fork, 5 miles, from Bean's Mills to the fork of the river, 10 miles, up the left-hand fork 10 miles, then up the right-hand fork 5 miles, and you will probably have an idea of the timber. Take a distance of 5 miles on each side of the river and, as I said before, it is impossible to value the timber, or put an estimate on the quantity.

The principal kinds of timber are yellow poplar, cherry (in great quantity), ash, oak, walnut, basswood, and spruce pine.

The former estimates as to the quantity of timber were doubtless hurriedly made and without careful consideration. In my judgment they fall very far short of the actual amount, and do not give an adequate idea of the almost inexhaustible supply to be found at the head waters of this river.

Yours,

TOM G. BRADY,
Overseer.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 24.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with law, the annual report of the Missouri River Commission.

JANUARY 7, 1885.—Referred to the Committee on Improvement of the Mississippi River and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 7, 1885.

In accordance with the act of Congress approved July 5, 1884, creating the Missouri River Commission, the Secretary of War has the honor to transmit herewith to the United States Senate the annual report of said Commission for 1884.

The recommendations of the Commission for appropriations for the fiscal year ending June 30, 1886, have been forwarded to the Secretary of the Treasury for transmission to Congress, as required by section 2 of the act of July 7, 1884. (Pamphlet Laws U. S., 1883–'84, page 254.)

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE OF THE SENATE.

MISSOURI RIVER COMMISSION,
Saint Louis, Mo., December 9, 1884.

SIR: The Missouri River Commission, created by the act of July 5, 1884, is required by law to submit annually for transmittal to Congress, at the beginning of the regular session in December, "a full and detailed report of all their proceedings and actions, and of all such plans and systems of work as may now be devised and in progress and carried out by them, and of all such additional plans and systems of work as may be devised and matured by them, with full and detailed estimates of the cost thereof, and statements of all expenditures made by them."

The duties prescribed to the Commission by the same act were—

To superintend and direct such improvement of said river, and to carry into execution such plans for the improvement of the navigation of said river from its mouth to its headwaters as may now be devised and in progress, and to continue and complete such surveys as may now be in progress, and to make such additional surveys, examinations, and investigations, topographical, hydrographical, and hydrometrical, and to consider, devise, and mature such additional plan or plans, and all such estimates as may be deemed necessary and best, to obtain and maintain a channel and depth of

water in said river sufficient for the purposes of commerce and navigation, [and] under the direction and with the approval of the Secretary of War, superintend, control, and expend for the purposes of this act all appropriations or unexpended balances heretofore made for the improvement of said river, and which may hereafter be made for said river, or so much thereof as may be necessary.

In the same act were the following items, appropriating money for the execution of these duties:

1st. Improving Missouri River from its mouth to Sioux City, Iowa, including such harbors on said river as, in the judgment of the board of engineers herein created, will benefit commerce and navigation, $500,000.

2d. Improving Missouri River from Sioux City, Iowa, to Fort Benton, Mont.: Continuing improvement, $125,000; of which sum $15,000 shall be used in the purchase of a snag-boat to be operated on the Missouri River above Sioux City, and on the Yellowstone River.

3d. For a survey of the Missouri River above the Missouri River Falls, at Fort Benton, $15,000.

Upon assuming their duties, the Commission found that a continuous survey of the river had been made from its mouth to Fort Pierre, Dak., a distance of 1,174 miles, and also from the mouth of Sun River, at the head of the Falls, to Stubbs Ferry, near Helena, a distance of 130.7 miles, leaving unsurveyed the portions extending from Fort Pierre to the mouth of Sun River, a distance estimated at about 1,390 miles, and from Stubbs Ferry to the headwaters of the Missouri, at Three Forks, a distance estimated at 73 miles. They found that the head of navigation was at Fort Benton, situated about 250 miles below the headwaters, and about 2,519 miles above the mouth of the river; that works of improvement had been executed at various points from Saint Charles, Mo., 25 miles above the mouth, to Kipp's Rapids, 58 miles below Fort Benton, besides some small works constructed in 1880 above the falls.

For convenience of administration, the river had been divided into two districts, the first district extending from the mouth to Sioux City, a distance of 803 miles, and the second from Sioux City to Fort Benton, a distance of about 1,716 miles. The division was an artificial one, made simply for convenience, there being no marked change in the character of the river for a long distance above and below Sioux City.

SIOUX CITY TO THE MOUTH.

Maj. Charles R. Suter, Corps of Engineers, U. S. A., was in charge of the first district. The first works undertaken by the Government in this district were at Eastport, Iowa, and Saint Joseph, Mo., under small appropriations made in 1876. Subsequently other appropriations were made for these and other localities, the number of the latter being increased from year to year, until in 1881 the number of separate localities provided for was 13. Their names and distances from the mouth of the river, with the date of first appropriation, are as follows: Saint Charles, Mo., 25 miles, 1880; Cedar City, Mo., 147 miles, 1879; Glasgow, Mo., 226.5 miles, 1879; Lexington, Mo., 319 miles, 1880; Kansas City, Mo., 386 miles, 1879; Fort Leavenworth, Kans., 419 miles, 1878; Atchison, Kans., 446 miles, 1878; Saint Joseph, Mo., 479.5 miles, 1876; Brownville, Nebr., 580 miles, 1880; Eastport, Iowa, and Nebraska City, Nebr., 608.5 miles, 1876; Plattsmouth, Nebr., 638 miles, 1880; Council Bluffs, Iowa, and Omaha, Nebr., 668 miles, 1878; Sioux City, Iowa, 803 miles, 1878. Obviously there could be no connection between these works. As a general rule each had to be provided with a separate plant and separate engineering staff. Previous to and including the appropriation bill of 1881, there had been five bills, containing altogether 43 items, appropriating money for the thirteen localities. Of these 43

items, 13 amounted to $10,000 each or less, 20 were greater than $10,000 and not greater than $20,000 each, 7 were greater than $20,000 and not greater than $30,000 each, while there was one item of $40,000, one of $50,000, and one of $80,000. The aggregate of these appropriations is large, amounting to $861,000, but no useful results, at all justifying such an expenditure, were obtained or could be obtained under the system. The means were inadequate at nearly every point, nothing could be finished, and the incomplete work was an easy prey to the destructive forces of the river. At the same time the supervision of so many works, so widely scattered, required a large and expensive administrative staff.

In the mean time a general survey of the river, begun under an appropriation made in 1878, was progressing. By the 2nd of February, 1881, it had been so far completed and its results so far studied by Major Suter as to enable him upon that date to make a report and project for the general improvement of the river from its mouth to Sioux City. This report was followed by an appropriation in the act of August 2, 1882, of $850,000, in which the ruinous system of allotting small sums to widely separated localities was abandoned, and the beginning of a systematic improvement of the river was first rendered possible. Under this appropriation some of the more important of the works previously undertaken were continued, but a very large portion of it was devoted to the preparation of the machinery and other plant required for conducting the works upon a large scale. This plant is now available for use. The next appropriation was that of 1884, with the expenditure of which this Commission are charged.

The report of Major Suter, dated February 2, 1881, gives a full description of this portion of the stream, and being already in the hands of Congress, renders it unnecessary for the Commission to go into details in that respect at this time. It is to be found in the Annual Report of the Chief of Engineers for 1881, beginning on page 1649. The general plan therein proposed contemplates contracting the width of "the river bed to such limits as will insure stability of regimen and approximate uniformity of slope, width, and depth." The Commission approve and adopt this plan. They approve also the methods proposed for carrying it out, subject to such modifications and changes as future experience may dictate. They are not prepared at this time to submit an estimate of its cost. They can only express their opinion that the work is physically practicable. The question of cost must be determined by actual trial. The immense advantages to be gained from success justify the expenditure of a large sum in making the trial. The experiments heretofore made have many encouraging features. Their want of cohesion is sufficient explanation of their want of success. The trial, to be really demonstrative, must be undertaken with ample means and followed up without intermission for several years, over a continuous piece of river, the length of which must be considerable. It is the opinion of the Commission that the work, while in the experimental stage, should be carried on under annual appropriations of $1,000,000 each, and they accordingly recommend for the coming year for this portion of the river an appropriation of $1,000,000.

It remains to announce the principles by which they have been governed in making the allotments for carrying on the works and which they propose to follow in the future, where the appropriation bills leave such allotments to their discretion. The Commission find that among the people most interested in the improvement of the Missouri River there are two radically different views as to the proper method of distributing the appropriations. On the one hand it is held that the first

and most important object of the appropriations is to check the ravages now being suffered by private, corporate, and municipal property on the banks; that an appropriation made by law to apply to a long reach of river should be distributed somewhat uniformly over it, due attention being paid to the relative value of the interests endangered at different points; that the commerce now actually existing upon the river is of small importance, and that works for its exclusive benefit may well be deferred until the tangible property now visible be secured from injury. Naturally the persons holding these views have most frequently and most vigorously made themselves known to the Commission.

On the other hand, it is held by the Commission that the appropriations are intended as a business investment made by the Government with the object with which any other capitalist enters upon a great enterprise, viz, a return of the capital together with interest; that the primary object of the improvement is to deepen the channel and thus to provide cheap *through* transportation for freight by which the country may be developed and the money paid out be finally returned to the Treasury of the United States; that the cost of protecting any portion of the bank from erosion is so great that it is only in exceptional cases that the annual interest upon the investment does not exceed the annual loss without protection; that while it is true that there is but a small amount of commerce upon the river at this time, the object is to increase that commerce, and that if that object fails the whole scheme is a financial failure whether the destruction of property may have been stopped or not; and, finally, that to distribute the appropriations over numerous points separated from each other by long distances is to insure greater expense in the use of plant and in administration, to postpone the realization of any benefits from the partially completed improvement, and probably also to have insufficient means at all points, with the disastrous results that have heretofore attended that policy.

Holding these views, the Commission have determined to concentrate their means and to apply them where there is the best promise of obtaining substantial benefits to the general commerce of the United States, at the earliest practicable date, and before the entire completion of the improvement. Evidently useful results can be most quickly obtained by improving the lower end of the river, providing an outlet to the Mississippi. Engineering necessities require that the work should progress down-stream. The initial point must, therefore, be at some distance above the mouth. The Commission have selected Kansas City, 386 miles above the mouth, because it is the first important commercial center to be met with in proceeding up-stream. They would have preferred an initial point at a less distance from the mouth than 386 miles, but believing that no very great benefit would be conferred upon the commerce of the United States before the improvement shall extend from the mouth to Kansas City, they have allowed the following considerations to control, viz, that it was desirable to begin the work near a good base of supplies, and that some detached work had already been done here under previous appropriations which could be utilized as part of a general scheme of improvement.

The larger portion of the appropriation for the portion of the river below Sioux City has been allotted to the works to be executed at and below Kansas City. The programme which the Commission have adopted is to make the improvement continuous, working down-stream from Kansas City to the mouth of the river, applying all the means placed at their disposal, as far as possible, to this purpose, protecting land and building up new banks as this becomes necessary for the preservation of the channel.

It was found, however, that at Saint Joseph, Mo., a cut-off was threatened, which, if made, would have a far-reaching and injurious effect upon the stream, and that moreover there was a considerable amount of work there in place, executed under former appropriations, which, if left to itself, would be lost. These two circumstances combined seemed to justify making an exception in this case to the general rules established, and it was accordingly determined to complete the revetment of the banks in this vicinity. One or the other circumstance alone occurs elsewhere, but does not, in the judgment of the Commission, justify a departure from the systematic plan proposed.

SIOUX CITY, IOWA, TO FORT BENTON, MONTANA.

The second district had been under the charge of Capt. Edward Maguire, Corps of Engineers, U. S. A., until April 15, 1883, and after that date under Capt. James B. Quinn, of the same corps.

In the upper portion of this district the Missouri River flows through a bed composed of rock and gravel. In this rocky portion work can be carried on at detached points with the full expectation that each obstacle removed will be of permanent benefit to navigation. No continuous survey has ever been made except for the lower 371 miles between Sioux City and Fort Pierre. The works of improvement have been confined to the rocky portion, extending from Fort Benton to Carroll, a distance of about 160 miles, with the exception of some works near Vermillion, Dak., about 50 miles above Sioux City, begun in 1879 and discontinued in 1882. They have consisted of removing rocks from the channel and of the construction of wing-dams, the most prominent obstructions being selected for removal, as funds from time to time became available. The first appropriation was made in 1876. Others were made in each subsequent river and harbor act, until the total amount appropriated previously to July 5, 1884, was $290,000. The works have greatly benefited navigation and seem to have covered nearly all the ground to which they are applicable. This fact, however, cannot be ascertained with certainty until the river shall have been surveyed. The Commission approve and adopt the plan heretofore followed in the "rocky river." Further work in this portion of the stream will consist of maintaining the present works, constructing others if required, and of dredging.

Below the "rocky river," that is below Carroll, there is a long reach of river extending to Fort Pierre, a distance estimated at about 1,145 miles, which for engineering purposes is practically unknown. Examinations have shown that the stream gradually assumes the sandy and shifting character and gradually earns the title of the "Big Muddy," which it possesses at Sioux City. They have shown also that the severity of the climate and the frequency of ice gorges are such, that the devices employed in the works at the lower end of the river may prove to be entirely inapplicable here. It is the opinion of the Commission that the survey of this portion of the river should be pushed to completion as rapidly as practicable, but that no extensive works of any kind should for the present be undertaken. They propose to inaugurate some experimental constructions, proposed by Captain Quinn, at a characteristic section selected near Bismarck, Dak.

The importance of continuing the survey of the river has rendered it necessary to allot to that purpose a considerable portion—$25,000—of the appropriation now available. The remainder of that fund will be employed in the purchase of a snag-boat, a dredge-boat, and other plant, and in continuing the present plan of operations in the "rocky river."

The Commission recommend that the snag-boat be kept at work in removing snags and other obstructions from the present channel above Sioux City, and the wing-dams be kept in repair, and the dredge-boat be kept at work in the "rocky river," and that provision be made for the experimental construction to be undertaken near Bismarck. For these purposes they recommend for the Missouri River, between Sioux City and Fort Benton, an appropriation for the coming year of $160,000.

MISSOURI RIVER ABOVE THE FALLS.

The Commission are informed that no steamboat has ever been upon the river above the falls. This obstacle, extending from a point 45 miles to a point 20 miles above Fort Benton, completely and permanently cuts off the extreme upper portion of the river from all open channel connection with the lower. Of the 204 miles of river between the falls and the headwaters of the Missouri at Three Forks, 131 miles has already been surveyed, leaving unsurveyed the 73 miles immediately below the Three Forks. There seems to be no immediate necessity for further surveys in this portion of the river. The Commission have ventured to suspend the expenditure of the appropriation of $15,000 contained in the act of July 5, 1884, until the matter can again be brought to the attention of Congress. They recommend that the amount be reappropriated and made available for the general survey of the river from its mouth to its headwaters.

SURVEYS, ETC.

The continuation of the surveys and examinations contemplated in the law organizing the Commission is a matter of the first importance. It has been provided for during the current year by allotments from the general appropriations for improvements. But these operations, however necessary, do not offer tangible results in the way of improvement, while they constitute a heavy drain upon the appropriations made for the latter purpose. It would seem proper that they should be provided for separately. The same may be said of the traveling and office expenses and salaries of the Commission.

The Commission recommend an additional appropriation of $150,000 for these objects, and they suggest the propriety of attaching this item to the sundry civil bill, as is done in the case of the Mississippi River Commission.

PROGRESS MADE UNDER THE ACT OF JULY 5, 1884.

The Commission held their first meeting on the 2d of September, 1884, that being the earliest date at which they could be brought together after the designation of their president. The entire work of organizing, securing the services of disbursing officers, going through the necessary formalities of procuring the funds, making contracts for materials, moving the plant—that for the river below Sioux City being then stored over 400 miles from the initial point of the work—and collecting a large force of laborers with a due complement of skilled overseers, was before it. It was plainly impracticable to perform these duties, even in a hurried and unsatisfactory manner, in time to accomplish any important results before the advent of winter. It was accordingly determined to postpone the beginning of works of construction until the next season.

On the 7th of October, First Lieut. Walter L. Fisk, Corps of Engineers, United States Army, reported for duty as secretary of the Commission. Surveying parties, under his direction, were placed in the

field as soon as practicable, for the purpose of establishing permanent bench-marks and triangulation stations between Kansas City and the mouth of the river, this work being necessary to complete the surveys already made in that region. Details of the progress made in this work will be found in the report of Lieutenant Fisk, hereto appended, marked Appendix A.

A resurvey of a portion of the river bank near Kansas City, for purposes of comparison, was ordered, the results of which have not yet been received.

In response to a letter complaining that the bridge at Boonville, Mo., was a serious obstruction to navigation, the secretary of the Commission was directed to investigate the matter. His report is hereto appended, marked Appendix B, from which it appears that the complaint was not well grounded.

Under date of October 24, 1884, Capt. James B. Quinn, Corps of Engineers, United States Army, was detailed by the War Department to take charge under the Commission of the improvement of the river above Sioux City, taking station at Saint Paul, Minn. Application has been made to the War Department for the detail of an engineer officer to take station at Kansas City, to take charge of the works between Sioux City and the mouth. The officers in charge of districts and the secretary of the Commission are its disbursing officers. They receive instructions as to the general execution of plans and details of work from the Commission, but in all matters relating to money accounts they report to the Chief of Engineers direct.

It is expected that the organization and other necessary preparations will be fully completed during the present winter, and that everything will be in readiness for beginning the works of construction in the spring.

A detailed statement of all the expenditures of the Commission to December 1, 1884, is hereto appended, marked Appendix C.

RECOMMENDATIONS.

The following is a recapitulation of the foregoing recommendations:

1. Appropriation for the improvement of Missouri River from its mouth to Sioux City	$1,000,000
2. Appropriation for the improvement of Missouri River from Sioux City to Fort Benton	160,000
3. Reappropriation for the survey of the Missouri River, from its mouth to its headwaters, of the item of $15,000, appropriated in the act of July 5, 1884, for survey of river above the falls	15,000
4. Appropriations for survey, examinations, and investigations, and for traveling and office expenses, and salaries of the Commission, with the suggestion that this item be attached to the sundry civil bill, as in the case of the Mississippi River Commission	150,000

Respectfully submitted.

CHAS. R. SUTER,
Major of Engineers, U. S. A.,
President Missouri River Commission.
A. MACKENZIE,
Major of Engineers, U. S. A.
O. H. ERNST,
Major of Engineers.
G. C. BROADHEAD.
WILLIAM J. BROATCH.

The Hon. SECRETARY OF WAR,
(Through the Chief of Engineers, U. S. A.)
Washington, D. C.

APPENDIX A.

UNITED STATES ENGINEER OFFICE,
Saint Louis, Mo., December 1, 1884.

SIR: I have the honor to submit the following report of progress made since I reported for duty October 7, 1884. on "Additional surveys and establishment of permanent bench-marks" authorized by resolution of the Commission, adopted September 4, 1884.

No previous report has been submitted because the only work done before November 1 was the partial repairing of the steamer Missouri, which was under way when I reported, and the survey of the Missouri River in the vicinity of Kansas City, Mo., which the Commission, while in Kansas City, on the 9th October, directed Mr. Yonge to make, and of which no report has yet been received.

The repairs of the *Missouri* were completed and the boat reached Glasgow, Mo., on Saturday, November 8, where the permanent bench-mark party, under Assistant Engineer D. W. Wellman, joined her on Monday, November 10.

To this party has been assigned the work of establishing lines of permanent bench-marks across the valley of the river at average intervals of about 5 miles, the transferring of levels from existing bench-marks to them, and, in addition, the work of building stations and clearing lines for the triangulation parties, as the steamer furnishes convenient transportation and quarters for the necessary men and materials.

The bench-marks and triangulation stations are similar to those used by the Mississippi River Commission, and described in their annual report for 1883, p. 164. The organization and pay of this party are as follows, viz:

Permanent bench-mark party:		
1 assistant engineer in charge, at $200 per month	$200	
2 assistant engineers, at $100 per month	200	
2 assistant engineers, at $90 per month	180	
5 rodmen, at $40 per month	200	
6 laborers, at $30 per month	180	
	——	$960
Erecting triangulation stations:		
2 foremen, at $50 per month	100	
2 recorders, at $40 per month	80	
4 laborers, at $30 per month	120	
	——	300
Steamer:		
1 pilot, at $150 per month	150	
1 steward and clerk, at $100 per month	100	
1 engineer, at $100 per month	100	
1 mate, at $60 per month	60	
1 carpenter, at $60 per month	60	
1 watchman, at $45 per month	45	
1 fireman, at $40 per month	40	
4 deckhands, at $30 per month	120	
1 cook, at $50 per month	50	
1 cook, at $30 per month	30	
1 waiter, at $30 per month	30	
2 waiters, at $25 per month	50	
1 laundress, at $20 per month	20	
	——	855
Fuel for steamer (estimated)		120
Subsistence		630
Total		2,865

The last report received from this party, that for the week ending November 22, shows three lines of bench-marks established, and several observing stations repaired for the use of the triangulation parties.

It is not expected the number of bench-marks in any line will exceed four; of those already reported two lines have three each and the other only two.

The bench-marks are furnished at the price paid by the Mississippi River Commission.

The secondary triangulation parties did not get into the field until the 17th of November, as a suitable man to take charge of the work was not obtained until November 12, when Mr. O. B. Wheeler, late of the United States Lake Survey, reported for that duty.

The organization and pay of these parties are as follows, viz:

1 assistant engineer, in charge, at $220 per month	$220 00
1 assistant engineer, at $162.50 per month	162 50
1 assistant engineer, at $137.50 per month	137 50
2 rodmen, at $70 per month	140 00
1 rodman, at $57.50 per month	57 50
2 teamsters each, with horse, at $75 per month	150 00
	867 50

The assistant in charge has general supervision of the work, and, with the junior rodman to assist him, locates his stations in advance of the party on the steamer that the latter may erect them without delay. On each bank is an observing party, consisting of an observer, a rodman, and a teamster, who occupy the stations on their own side of the river and communicate with the opposite party by signals.

The two fine Troughton & S. instruments, used by these parties, belong to and are kindly loaned by the Mississippi River Commission, as are the steel tape for measuring base-line and the observing tents.

In order to take proper care of the expensive borrowed instruments, two covered, spring, single wagons were purchased at a cost of $181, delivered at Glasgow, Mo.

The other instruments were furnished from those on hand.

As triangulation stations had been located and built from Glasgow, Mo., down to Boonville, Mo., before the organization of the Missouri River Commission, the former was selected as the point of beginning for both triangulation and bench-mark work.

Very respectfully, your obedient servant,

W. L. FISK,
Lieutenant of Engineers,
Secretary Missouri River Commission.

Maj. CHAS. R. SUTER,
Corps of Engineers, U. S. A.,
President Missouri River Commission.

APPENDIX B.

UNITED STATES ENGINEER OFFICE,
Saint Louis, Mo., October 30, 1884.

SIR: I have the honor to report that in compliance with the resolution of the Missouri River Commission, adopted October 7, 1884, instructing me "to examine the bridge at Boonville, in response to the letter of William Young, dated September 22, and report the condition of the same to the president of the commission as soon as possible for immediate action," I went to Boonville on the 24th instant.

Previous to going a copy of the resolution was sent to Mr. Hoxie, third vice-president of the Missouri Pacific Railroad, and the time decided upon for making the inspection was mentioned, to enable the railroad company to have a representative present.

A very prompt reply was received, stating that Mr. R. M. Peck, superintendent of bridges and buildings, would meet me there.

Mr. Peck went up on the same train with me, and explained that the work complained of must be the false works erected under the south span to enable them to complete the rebuilding of the bridge, the other spans having already been rebuilt without complaint.

The false works consist of trestles of cypress piling, resting on the rock bottom of the river and placed at intervals of about 12 feet under each floor girder.

At the north end of the span they started to throw in rock to secure the bottoms of the trestles from being moved by drift, but stopped after putting in one car-load. The depth of water at this place was said to be 25 to 27 feet, the gauge reading at the time about 8 feet.

I endeavored to see Mr. Young, but as he was several miles from home, at the house of a relative, was unable to do so.

I saw Captain Porter, owner of the ferry at Boonville, but he did not know any complaint had been made, nor had he heard any one ever suggest that the work at the bridge would have any injurious effect upon navigation or the harbor there, and referred me to Captain McPherson, who, as the only man in Boonville owning boats running up and down the river, was most interested. The latter expressed surprise that complaint had been made, and corroborated Captain Porter's statements, adding that Mr. Young had been on the river very little of late and then only on his (Captain McPherson's) boats.

Mr. Peck states that the piling will be entirely removed when they finish work on the bridge, probably within the next two weeks. Mr. Young's complaint, I think, must have been due to a misapprehension of the railroad company's work.

I returned to the city on the 25th instant.

Very respectfully, your obedient servant,

W. L. FISK,
First Lieutenant of Engineers, Secretary Missouri River Commission.

Maj. CHARLES R. SUTER,
Corps of Engineers, U. S. A., President Missouri River Commission.

APPENDIX C.

UNITED STATES ENGINEER OFFICE,
Saint Louis, Mo., December 9, 1884.

SIR: I have the honor to inclose herewith itemized statements of expenditures to December 1, 1884, under the various allotments made by the Commission, and assigned to me for disbursement.

Very respectfully, your obedient servant,

W. L. FISK,
First Lieutenant Engineers, Secretary Missouri River Commission.

Maj. CHAS. R. SUTER,
Corps of Engineers, U. S. A., President Missouri River Commission.

Allotment for care of plant below Sioux City, Iowa, preservation and observation of gauges and collection and compilation of physical data.

[Itemized statement of expenditures to November 30, 1884, inclusive.]

	Unpaid.
Pay-rolls	$3,422 49
Supplies	191 24
Gauges	85 00
Liabilities to be turned over by Major Suter, estimated	1,077 59
Total	4,776 32

SUMMARY.

Total allotment	25,000 00
Expenditures to November 30, 1884, inclusive	4,776 32
Balance December 1, 1884	20,223 68

Allotment for office expenses, traveling expenses, and salaries of commission.

[Itemized statement of expenditures to November 30, 1884, inclusive.]

	Paid.	Unpaid.	Total.
Salaries	$1,055 56	$416 66	$1,472 22
Office furniture	75 50	121 75	197 25
Gas fixtures	.....	89 70	89 70
Traveling expenses and mileage	353 28	186 55	539 83
Stationery	62 70	241 34	304 04
Fuel	31 46	.....	31 46
Telegrams	1 13	85	1 98
Total	1,579 63	1,056 85	2,636 48

SUMMARY.

Total allotment	$20,000 00
Cash deposit, sale of fuel to officers	15 00
Total	20,015 00
Expenditures to November 30, 1884, inclusive	2,636 48
Balance December 1, 1884	17,378 52

Allotment for additional surveys and establishment of permanent bench-marks below Sioux City.

[Itemized statement of expenditures to November 30, 1884, inclusive.]

	Paid.	Unpaid.	Total.
Pay-rolls	$2,161 23	$2,080 91	$4,242 14
Subsistence stores	862 11	160 10	1,022 21
Outfit of parties	252 23	.....	252 23
Outfit of steamer Missouri	11 47	.....	11 47
Medical supplies	12 15	.....	12 15
Other supplies	46 39	65 07	111 46
Bench-marks and stations	57 90	550 70	608 60
Material for repair of steamer	439 74	.....	439 74
Repairs of instruments	6 25	.....	6 25
Transportation of instruments	.....	18 85	18 85
Stationery	26 00	.....	26 00
Traveling expenses	162 75	30 30	193 05
Total	4,038 22	2,905 93	6,944 15

SUMMARY.

Total allotment	$25,000 00
Expenditures to November 30, 1884, inclusive	6,944 15
Balance December 1, 1884	18,055 85

Allotment for purchase of a tow-boat.

[Itemized statement of expenditures to November 30, 1884, inclusive.]

Total allotment	$25,000
Expenditures to November 30, 1884, inclusive	
Balance December 1, 1884	25,000

48TH CONGRESS, 2d Session. } SENATE. { Ex. DOC. No. 25.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Papers with reference to the channel at the South Pass of the Mississippi River.

JANUARY 7, 1885.—Referred to the Committee on Improvement of the Mississippi River and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 5, 1885.

SIR: I have the honor to transmit, for the information of Congress, papers showing the maintenance of the channel at the South Pass, Mississippi River, by Mr. James B. Eads, during the quarters ending March 9, 1884, June 9, 1884, September 9, 1884, and December 9, 1884, respectively.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE OF THE SENATE.

Eighteenth quarterly payment for maintenance of channel (December 10, 1883, *to March* 9, 1884, *both dates inclusive), and ninth semi-annual payment of interest (September* 10, 1883, *to March* 9, 1884, *both dates inclusive).*

[Copy of 1185—*a*, W. D. 1884.]

SAINT LOUIS, *March* 8, 1884.

DEAR SIR: The quarterly payment for $25,000, for maintenance of the jetty channel, is now due and payable, and also the semi-annual interest payment for $25,000 on the $1,000,000 on account of the same, held in pledge by the Government, making together the sum of $50,000.

Please issue such instructions in the premises as will insure the prompt payment of the above amounts to me at an early day, and much oblige,

Your obedient servant,

JAS. B. EADS.

Hon. ROBERT T. LINCOLN,
Secretary of War.

[Copy of 1242—*a*, W. D. 1884.]

UNITED STATES ENGINEER OFFICE, PORT EADS, SOUTH PASS, LA.,
March 9, 1884.

SIR: I have the honor to transmit herewith my certificate regarding the maintenance of channel at the mouth and head of South Pass of the Mississippi River, and also through the pass itself, during the quarter ending March 9, 1884.

Very respectfully, your obedient servant,

THOMAS TURTLE,
Captain of Engineers.

The CHIEF OF ENGINEERS,
Washington, D. C.

[Copy of inclosure to 1242—*a*, W. D. 1884.]

UNITED STATES ENGINEER OFFICE, PORT EADS, SOUTH PASS, LA.,
March 9, 1884.

United States inspecting officer's certificate for maintenance of channel at the mouth and head of South Pass of the Mississippi River, and also "through the pass itself," as designated by acts of Congress, approved March 3, 1875, and March 3, 1879.

I certify that between the dates of December 10, 1883, and March 9, 1884, both dates inclusive, Mr. James B. Eads maintained "a channel through the jetties" at the mouth of South Pass of the Mississippi River, "26 feet in depth, not less than 200 feet in width at the bottom, and having through it a central depth of 30 feet without regard to width."

Also, that during the above-mentioned period "a channel having a navigable depth of 26 feet" was maintained through the shoal at the head of South Pass, and "through the pass itself." Depths were "measured at average flood tide."

THOMAS TURTLE,
Captain of Engineers, U. S. Army.

[Copy of first indorsement on 1242—*a*, W. D., 1884.]

OFFICE CHIEF OF ENGINEERS, UNITED STATES ARMY,
March 13, 1884.

Respectfully submitted to the Hon. Secretary of War.

The certificate of the inspecting officer being full and complete, Mr. Eads is entiled to the quarterly payment for maintenance.

JOHN G. PARKE,
Acting Chief of Engineers.

[Copy of second indorsement on 1242—*a*, W. D., 1884.]

WAR DEPARTMENT,
March 14, 1884.

Respectfully referred to the Third Auditor of the Treasury.

The certified statement of the United States engineer officer of March 9, 1884, and the demand of Capt. James B. Eads for $25,000 for the eighteenth quarterly installment of the annual compensation for maintenance of the jetty channel, and $25,000 for the ninth semi-annual payment of 5 per cent. interest on $1,000,000 provided to be paid by act of March 3, 1875, and amendatory acts, are hereby approved as follows: $25,000 for maintenance of the jetty channel for the quarter from December 10, 1883, to March 9, 1884, both dates inclusive, and $25,000 for the ninth payment of interest for the six months, from September 10, 1883, to March 9, 1884, both dates inclusive, and settlement and payment will be made accordingly.

ROBERT T. LINCOLN,
Secretary of War.

Nineteenth quarterly payment for maintenance of channel, March 10, 1884, *to June* 9, 1884, *both dates inclusive.*

[Copy of 2755—*a*, W. D., 1884.]

JUNE 10, 1884.

SIR: I beg leave to remind you that the nineteenth quarterly installment of the annual compensation for maintenance of the jetty channel, at the South Pass of the Mississippi River, is now due to me from the Government, viz: $25,000.

I therefore request such action in the premises as will enable me to receive the money without delay.

I am, very respectfully, &c.,

JAMES B. EADS,
Per ESTELL MCHENRY, *Secretary.*

Hon. ROBERT T. LINCOLN,
Secretary of War, Washington, D. C.

[Copy of 2769—*a*, W. D., 1884.]

OFFICE OF UNITED STATES ENGINEER, 37 UNION STREET,
New Orleans, La., June 10, 1884.

GENERAL: I have the honor to transmit herewith my certificate regarding the maintenance of channel at the mouth and head of South Pass of the Mississippi River, and also through the pass itself, during the quarter ending June 9, 1884.

Very respectfully, your obedient servant,

THOMAS TURTLE,
Captain of Engineers, U. S. Army.

Brig. Gen. JOHN NEWTON,
Chief of Engineers, U. S. Army, Washington, D. C.

[Copy of inclosure to 2769—*a*, W. D., 1884.]

OFFICE OF UNITED STATES ENGINEER, 37 UNION STREET,
New Orleans, La., June 9, 1884.

United States inspecting officer's certificate for maintenance of channel at the mouth and head of South Pass of the Mississippi River, and also "through the pass itself," as designated by acts of Congress approved March 3, 1875, and March 3, 1879.

I certify that between the dates of March 10, 1884, and June 9, 1884, both dates inclusive, Mr. James B. Eads maintained "a channel through the jetties" at the mouth of the South Pass of the Mississippi River "26 feet in depth, not less than 200 feet in width at the bottom, and having through it a central depth of 30 feet without regard to width."

Also, that during the above-mentioned period a channel having "a navigable depth of 26 feet" was maintained through the shoal at the head of South Pass, and "through the pass itself." Depths were measured at "average flood tides."

THOMAS TURTLE,
Captain of Engineers, U. S. Army.

[Copy of first indorsement on 2769—*a*, W. D., 1884.]

OFFICE CHIEF OF ENGINEERS, UNITED STATES ARMY,
June 13, 1884.

Respectfully submitted to the Secretary of War.

The certificate of the inspecting officer being full and complete, Mr. Eads is entitled to the quarterly payment for maintenance.

JOHN G. PARKE,
Acting Chief of Engineers.

[Copy of second indorsement on 2769—*a*, W. D., 1884.]

Respectfully referred to the Third Auditor of the Treasury.

The certified statement of the United States engineer officer of June 9, 1884, for the nineteenth quarterly installment of the annual compensation for maintenance of the channel herein mentioned for the period from March 10, 1884, to June 9, 1884, both dates inclusive, is hereby approved for $25,000, and settlement and payment will be made accordingly.

S. V. BENÉT,
Brigadier-General, Chief of Ordnance,
Acting Secretary of War.

WAR DEPARTMENT, *June* 13, 1884.

Twentieth quarterly payment for the maintenance of channel (June 10, 1884, *to September* 9, 1884, *both dates inclusive), and tenth semi-annual payment of interest (March* 10, 1884, *to September* 9, 1884, *both dates inclusive).*

[Copy of 4198—*a*, W. D., 1884.]

FIRST AVENUE HOTEL,
London, August 27, 1884.

DEAR SIR: The semi-annual payment of interest on $1,000,000, reserved, amounting to $25,000, and the quarterly payment for maintenance of the jetty channel, amounting to an additional $25,000, will be due and payable about the 8th September next.

Will you please cause these payments to be made promptly by draft in my favor on New York, and much oblige

Your obedient servant,

JAS. B. EADS.

Please address the draft to Fifth Avenue Hotel, New York.

The Hon. ROBERT T. LINCOLN,
Secretary of War.

[Copy of 4310—*a*, W. D., 1884.]

OFFICE UNITED STATES ENGINEER, 63 CARONDELET STREET,
New Orleans, La., September 10, 1884.

GENERAL: I have the honor to transmit herewith my certificate regarding the maintenance of channel at the mouth and head of South Pass of the Mississippi River, and also through the pass itself, during the quarter ending September 9, 1884.

Very respectfully, your obedient servant,

THOMAS TURTLE,
Captain of Engineers, U. S. Army

Brig. Gen. JOHN NEWTON,
Chief of Engineers, U. S. Army, Washington, D. C.

[Copy of indorsement on 4310—*a*, W. D., 1884.]

OFFICE CHIEF OF ENGINEERS, UNITED STATES ARMY,
September 15, 1884.

Respectfully submitted to the Secretary of War.

The certificate of the inspecting officer being full and complete, Mr. Eads is entitled to the quarterly payment for maintenance.

JOHN NEWTON,
Chief of Engineers, Brig. and Bvt. Maj. Gen.

[Copy of inclosure 1 of 4310—*a*, W. D., 1884.]

UNITED STATES ENGINEER OFFICE,
Port Eads, La., September 9, 1884.

United States inspecting officer's certificate for maintenance of channel at the mouth and head of South Pass of the Mississippi River, and also through the pass itself, as designated by acts of Congress approved March 3, 1875, and March 3, 1879.

I certify that between the dates of June 10, 1884, and September 9, 1884, both dates inclusive, Mr. James B. Eads maintained "a channel through the jetties," at the mouth of South Pass of the Mississippi River, "26 feet in depth, not less than 200 feet in width at the bottom, and having through it a central depth of 30 feet without regard to width."

Also, that during the above-mentioned period "a channel having a navigable depth of 26 feet" was maintained through the shoal at the head of South Pass, and "through the pass itself." Depths were "measured at average flood tide."

THOMAS TURTLE,
Captain of Engineers, U. S. Army.

[Copy of indorsement on inclosure 1 of 4310—*a*, W. D., 1884.]

Respectfully forwarded to the Third Auditor of the Treasury.

The certified statement of the United States engineer officer of September 9, 1884, and the demand of Capt. James B. Eads for $25,000, for the twentieth quarterly installment of the annual compensation for maintenance of the jetty channel, and $25,000 for the tenth semi-annual payment of 5 per cent. interest on $1,000,000 provided to be paid by act of March 3, 1875, and amendatory acts, are hereby approved, as follows:

Twenty-five thousand dollars for maintenance of the jetty channel for the quarter from June 10, 1884, to September 9, 1884, both dates inclusive; and $25,000 for the tenth payment of interest for the six months from March 10, 1884, to September 9, 1884, both dates inclusive; and settlement and payment will be made accordingly.

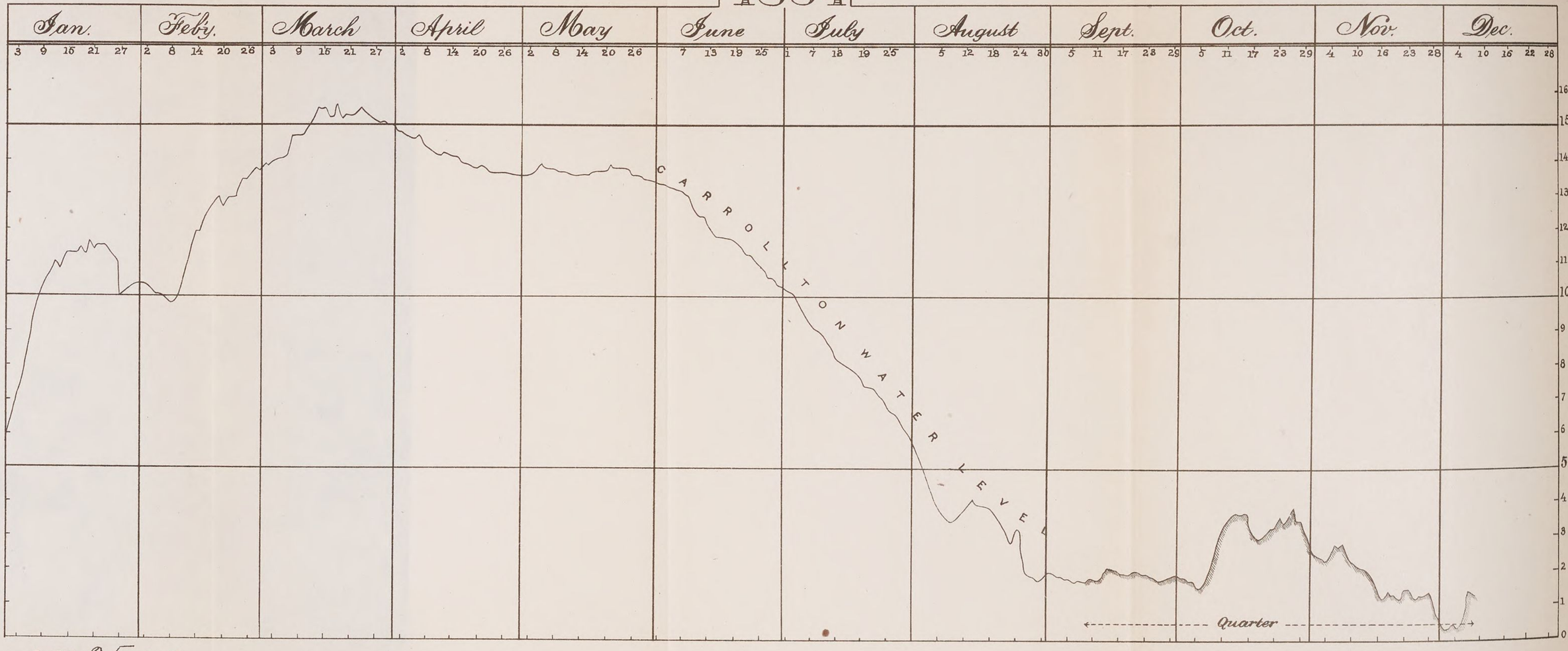
Captain Eads requests that draft be made on New York, and sent to Fifth Avenue Hotel, New York.

Immediate action is desired.

ROBERT T. LINCOLN,
Secretary of War.

WAR DEPARTMENT, *September* 15, 1884.

1884



S. EX. 25, 2, 48.

Twenty-first quarterly payment for maintenance of channel (September 10, 1884, to December 9, 1884, both dates inclusive).

[Copy of 5664-*a*, W. D., 1884.]

OFFICE UNITED STATES ENGINEER, 63 CARONDELET STREET,
New Orleans, La., December 10, 1884.

GENERAL: I transmit herewith my certificate relative to the maintenance of channel at the mouth of the Mississippi for the quarter ending December 9, 1884.

The Hon. Secretary of War, under date of July 27, 1883, directed that depths should also be reported in accordance with the decision of the Acting Attorney-General of June 27, 1881.

I accordingly inclose a table of the readings of the gauge at Carrollton, and of the gauge at the head of the passes for the quarter, the latter being that to which soundings through the pass are referred. I also inclose a tracing showing the readings of the Carrollton gauge for the year 1884, to include December 9.

Referring to the quarter covered by the certificate the volume of the river at Carrollton was presumably least during December 2 to December 5 inclusive, and without attempting to interpret the decision of the Acting Attorney-General, I have to report that under any interpretation possible the certificate would be in nowise changed or modified.

Very respectfully, your obedient servant,

THOMAS TURTLE,
Captain of Engineers, U. S. Army.

Brig. Gen. JOHN NEWTON,
Chief of Engineers, U. S. A., Washington, D. C.

Date.	Reading of gauge at Carrollton, La.	Readings of high tides, on U. S. engineer's gauge, at head of passes, Mississippi River.
1884.	*Feet.*	
Sept. 10	1.80	2.61
11	1.70	2.57
12	1.70	2.55
13	1.90	2.39
14	2.10	2.42
15	2.00	2.72
16	2.00	2.52
17	1 90	2.46
18	1.90	2.31
19	1.90	2.23
20	2.00	2.27
21	2.00	2.68
22	1.90	2.71
23	1.90	(*)
24	1.80	2.98
25	1.80	2.76
26	1.70	2.60
27	1.70	2.53
28	1.80	2.64
29	1.80	2.75
30	1.90	2.39
	39.2	51.09
Oct. 1	1.80	2.41
2	1.80	2.71
3	1.70	2.53
4	1 60	2.55
5	1.50	2.83
6	1.50	2.75
7	1.80	2.87
8	2.00	2.84
9	2.40	(*)
10	2.90	3.06
11	3.20	2.73
1884.	*Feet.*	
Oct. 12	3.50	2.65
13	3.60	2.53
14	3.70	2.47
15	3.50	2.31
16	3.70	2.30
17	3.30	2.46
18	3.10	2.50
19	2.90	2 88
20	3.00	2.85
21	3.10	3.30
22	3.30	(*)
23	3.30	2.89
24	3.60	3.23
25	3.40	2.94
26	3.60	3.03
27	3.90	3.04
28	3.50	2.78
29	3.50	2.75
30	3.10	2.20
31	2.90	1.97
	89.7	78.36
Nov. 1	2.60	2.19
2	2.40	2.48
3	2.40	2.85
4	2.30	3.06
5	2.40	3.04
6	2.80	2.68
7	2.70	2.16
8	2.80	(*)
9	2.40	2.11
10	2.30	1.66
11	2.20	1.78
12	2.20	1.80
1884.	*Feet.*	
Nov. 13	2.10	1.91
14	2.00	2.01
15	1 70	2.17
16	1.39	(*)
17	1.20	2.63
18	1.40	2.27
19	1.30	2.37
20	1.30	2.36
21	1.20	2.32
22	1.50	2.90
23	1.50	2.06
24	1.30	(*)
25	1.20	1 93
26	1.30	2.09
27	1.30	2.08
28	1.40	1.79
29	0.90	1.78
30	0.50	1.69
	53.9	60.17
Dec. 1	0.40	1.84
2	0.30	2.10
3	0.40	2.04
4	0.50	2.62
5	0.30	2.99
6	0.60	2.00
7	1.50	1.48
8	1.40	(*)
9	1.40	1.46
Total	189.60	206.15
Mean	2.08	2.45

* Maximum tide did not obtain within 24 hours.

[Copy of first indorsement on 5664-*a*, W. D., 1884.]

OFFICE CHIEF OF ENGINEERS, UNITED STATES ARMY,
December 13, 1884.

Respectfully submitted to the Secretary of War.

The certificate of the inspecting officer being full and complete, Mr. Eads is entitled to the quarterly payment for maintenance.

JOHN NEWTON,
Chief of Engineers, Brig. and Bvt. Maj. Gen.

[Copy of inclosure 1 of 5664-*a*, W. D., 1884.]

UNITED STATES ENGINEER OFFICE,
Port Eads, La., December 9, 1884.

United States inspecting officer's certificate for maintenance of channel at the mouth and head of South Pass of the Mississippi River, and also "through the pass itself," as designated by acts of Congress approved March 3, 1875, and March 3, 1879.

I certify that between the dates of September 10, 1884, and December 9, 1884, both dates inclusive, Mr. James B. Eads maintained "a channel through the jetties" at the mouth of South Pass of the Mississippi River, "26 feet in depth, not less than 200 feet in width at the bottom, and having through it a central depth of 30 feet without regard to width."

Also, that during the above-mentioned period "a channel having a navigable depth of 26 feet" was maintained through the shoal at the head of South Pass and "through the pass itself." Depths were "measured at average flood tide."

THOMAS TURTLE,
Captain of Engineers, U. S. Army.

[Copy of second indorsement on 5664-*a*, W. D., 1884.]

Respectfully referred to the Third Auditor of the Treasury.

The certified statement of the United States engineer officer for the twenty-first quarterly installment of the annual compensation for maintenance of the channel herein mentioned for the period from September 10, 1884, to December 9, 1884, both dates inclusive, is hereby approved for $25,000, and settlement and payment will be made accordingly.

ROBERT T. LINCOLN,
Secretary of War.

WAR DEPARTMENT, *December* 13, 1884.

[Copy of 5703-*a*, W. D., 1884.]

WASHINGTON, D. C., *December* 13, 1884.

DEAR SIR: A quarterly payment of $25,000 is now due for the maintenance of the jetty channel at South Pass of the Mississippi River, which I will thank you to have paid at your earliest convenience, and much oblige,

Your obedient servant,

JAS. B. EADS.

Hon. ROBERT T. LINCOLN,
Secretary of War.

[Copy of indorsement on 5703-*a*, W. D., 1884.]

Respectfully referred to the Third Auditor of the Treasury, in connection with the certificate of maintenance forwarded to his office under date of the 13th instant.

ROBERT T. LINCOLN,
Secretary of War.

WAR DEPARTMENT, *December* 16, 1884.

48TH CONGRESS, 2d Session. } SENATE. EX. DOC. No. 26.

REPORT

UPON

THE COMPARATIVE MERITS

OF

ANTHRACITE AND BITUMINOUS COAL

FOR

NAVAL USE.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1885.

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LETTER

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING

›ort upon the comparative merits of anthracite and bituminous coal for naval use.

ARY 9, 1885.—Referred to the Committee on Naval Affairs and ordered to be printed.
JANUARY 20, 1885.—Accompanying papers ordered to be printed.

NAVY DEPARTMENT,
Washington, January 8, 1885.

SIR: I have the honor to transmit a copy of the report of a Board of Officers appointed by this Department June 19, 1884, "to investigate and report upon the comparative merits of anthracite and bituminous coal for ordinary naval uses; to ascertain the price of said coals and t readiness with which they may be procured in the ports of the w orld."

Accompanying the report of the Board are the following papers:

No. 1.—Exhibits of coal to be had at the foreign ports on the North Atlantic, South Atlantic, European, Pacific, and Asiatic Stations.

No. 2.—Data collected, with a discussion of the merits of anthracite and bituminous coals, by Chief Engineers Charles H. Baker and F. G. McKean, U. S. N.

No. 3.—Notes on coal, compiled from resources of Office of Naval Intelligence, the "Coal Trade," and other sources, and accompanying chart.

No. 4.—Coal in Alaska—extract from Dall's "Alaska and its Resources."

Nos. 5 and 6.—Memorandum of Assistant Naval Constructor Francis T. Bowles, U. S. N., giving certain information as to the coal supplied to the ships of the English navy.

In view of the great value of the information contained in the report and its accompaniments to the naval service, I have the honor to request that it be printed.

Very respectfully, your obedient servant,

WM. E. CHANDLER,
Secretary of the Navy.

Hon. GEORGE F. EDMUNDS,
President pro tempore of the United States Senate.

NAVY DEPARTMENT,
Washington, D. C., July 5, 1884.

SIR: The Board appointed by the Department, under date of June 19, "to investigate and report upon the comparative merits of anthracite and bituminous coal for ordinary naval uses; to ascertain the price of said coals and the readiness with which they may be procured in the ports of the world," has the honor to report that it considers anthracite to be better adapted to naval purposes than bituminous coal.

The Board is, however, of opinion that semi-bituminous coal is preferable to either anthracite or bituminous, especially if a practically smokeless variety can be obtained.

This result is independent of the cost and procurability, which might very properly, under certain circumstances, enter into the question as determining factors.

The data upon which these conclusions are based, together with the statistical information called for by the order creating the Board, will be given in a subsequent communication.

We have the honor to be, sir, very respectfully, your obedient servants,

S. B. LUCE,
Commodore, U. S. Navy, President of the Board.
D. B. HARMONY,
Captain, U. S. Navy, Member.
CHARLES H. BAKER,
Chief Engineer, U. S. Navy, Member.
FRED. G. McKEAN,
Chief Engineer, U. S. Navy, Member.
C. F. GOODRICH,
Lieut. Commander, U. S. Navy, Member.

Hon. WILLIAM E. CHANDLER,
Secretary of the Navy.

NAVY DEPARTMENT,
Washington, D. C., January 5, 1885.

SIR: The Board appointed to investigate the comparative merits of anthracite and bituminous coals, their prices, and facilities for obtaining them in the ports of the world, made their preliminary report in July last. A short while afterwards, and before the data on which the Board formed their opinion could be put in proper shape, Commodore Luce, the president of the Board, was detached from the duty; consequently, as senior officer of the Board, it devolves upon me to forward to the Department the papers herewith transmitted.

Very respectfully, your obedient servant,

D. B. HARMONY,
Captain, U. S. N.

Hon. WILLIAM E. CHANDLER,
Secretary of the Navy, Washington, D. C.

NAVY DEPARTMENT,
Washington, D. C., January 5, 1885.

SIR: I have the honor to forward herewith certain papers to accompany the report, dated July 3, 1884, of the Board appointed by the Department under date of June 19, 1884, "to investigate and report upon the comparative merits of anthracite and bituminous coal for ordinary naval uses; to ascertain the price of said coals, and the readiness with which they can be procured in the ports of the world," viz:

(1.) A tabular statement, compiled from the files of the Office of Naval Intelligence, showing the price and readiness with which coal can be procured in the ports of the world, arranged according to naval stations.

(2.) The relative advantages of bituminous and anthracite coals, from data in Bureau of Steam Engineering.

In addition to the above, I also forward papers having relation to the same matter, referred to the Board by different persons. Papers Nos. 3 and 4 and chart were obtained from information in Office of Naval Intelligence. Nos. 5 and 6, memorandum on the use of semi-bituminous coal, and description of coal supplied to Her British Majesty's navy, were received from Assistant Naval Constructor Bowles.

I am, sir, very respectfully, your obedient servant,

D. B. HARMONY,
Captain and Senior Officer of the Board.

Hon. WILLIAM E. CHANDLER,
Secretary of the Navy.

No.

No. 1.—*Exhibit of coal to be had at the following Lake*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Colling wood, Ontario.	.....	Bituminous...	500	400 to 800	$4.75; stowing, 20c. per ton.	Rapid; no interruption..
Owen Sound, Ontario.	.....	Steamboat	1,000	700	$4. 60	.....do.....
Goderich, Ontario.						
Port Sarnia, Ontario.	Aug., 1883.	Anthracite....	500	1,000 to	$6 to $7	Wheeled on board; slow.
		Bituminous...	500	1,500	$3 00 Stowing, 25c. per ton.	
Windsor, Ontario.						
Amherstburg, Ontario.						
Simcoe, Ontario	.....	(Stove).....	60	.....	$6.50 delivered.	No facilities. .....
		(Blacksmith)..	50	10–30		
Buffalo, New York.	Sept., 1884.	Bitu., Pa.....	Ample at all times.		$2 75	....
		Anthracite ...	....do.....		5 25	
Cleveland, Ohio	Sept., 1884.	Bitu., Ohio	....do.....		2 75	....
		Bitu., Pa	....do.....		3 00	
Chicago, Illinois	Sept., 1884.	Illinois ... Bitu.	....do.....		2 50	....
		Indiana... Bitu.			2 50	
		Pa..... Bitu.			3 25	
		Anthracite ...	....do.....		6 75	
Erie, Pennsylvania.	Sept., 1884.	Bituminous... Pennsylvania.	....do.....		2 75	Alongside wharf, by wheelbarrows. Moderately fast. Ice in winter will interrupt navigation.
St. Catharines, Ontario.	Sept., 1883.	Anthracite ...	Considerable.	.....	5 00 to 7 00	Good facilities .....
		Bituminous...				
Chatham, Ontario.						

* Number of lake ports, 17.

1.

ports, together with the usual supply on hand, cost, &c.*

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.†	Machine shops at which steamers can repair.
None	10 to 15 feet...	None	Owen S'nd, Sault Ste. Marie.	1 dry-dock, 325 by 60 by 14.	For all kinds of repairs.
None	10 feet	Not to any extent.	Collingwood.	1 dry-dock, 300 by 60. ...	Two good shops.
None	30 feet	None.....	Amherstburg, Windsor.	None	Two (not extensive).
None	None transported.	None.....	Port Dover	None	None.
None	.....	None.....	Erie	4 graving-docks. 350 by 60 by 10. 300 by 48 by 14.5. 317 by 50 by 14. 280 by 40 by 11.	41 foundries and machine shops.
None	.....	None.....	Erie ..... Toledo....	1 graving-dock, 310 by 40 by 13.	53 foundries and machine shops.
None	.....	None.....	Milwaukee	5 graving-docks. 290 by 46 by 13. 325 by 49 by 11. 250 by 36 by 12.5. 305 by 50 by 14. 275 by 44 by 9.	Excellent; numerous and extensive; 133 foundries and machine shops.
None	10 to 15 yards.	None.....	Cleveland.	None	For ordinary repairs.
None	Coal on docks on bank of canal.	None. (Coal comes from Erie.)	Port Dalhousie on Welland Canal.‡	1 dry-dock, 150 by 26	For small work.

†GENERAL NOTE.—In this column the first figures represent length; second, breadth; third, depth on sill.
‡Coaling stations and dry-docks on new canal at Dalhousie, and at Port Colbourne.

No. 1.—*Exhibit of coal to be had at the following Lake ports,*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Hamilton, Ontario.						
Toronto, Ontario.						
Coburg and Port Hope, Ontario.	Aug., 1883.	Anthracite ... Bituminous...	12,000 10,000	2,800	$6 25 6 00 Free on board.	By carts; rapid; sometimes interrupted by ice in winter.
Belleville, Ontario.*	Sept., 1883.	Anthracite ... Bituminous (both from United States).	7,000 3,000	6,000	$6 50 4 60 Delivered.	By barrows from sheds on docks; harbor closed in winter.

*At exceedingly high tide vessels of 14 feet can enter harbor.

No. 1.—*Exhibit of coal to be had at the following St. Lawrence River*

Picton and Kingston, Ontario.	Oct., 1883.	None ..... Anthracite ... Bituminous...	..... 500 400	.....	..... $6 00 5 50 Stowing 25c. per ton.	..... By wheel barrows; rather slow; never interrupted.
Prescott, Ontario.						
Morrisburg, Ontario.						
Coteau Landing, Quebec.						
Montreal, Quebec.	Oct., 1883.	English..... Scotch ..... Welsh ..... Nova Scotia. Amer. anth., bituminous.	15,000 15,000	10,000 to 50,000 Mostly Amer. anth.	Soft $4.50, hard $6; delivery and stowing 75c. per ton.	Depends on size of vessels; facilities excellent; no interruption during the season of navigation.
Sorel, Quebec.						
Three Rivers, Quebec.	Aug., 1883.	None	None ...	None ...	.....	....

together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	300 feet for draught of 11 feet; ¼ mile for greater draught.	Not to any extent.	Newcastle	None	One at Port Hope and one at Coburg.
None	50 to 100 feet for draught of 10 to 12 feet.	None.....	Deseronto, Trenton.	None. At Deseronto, 16 miles distant, dock and yard for small vessels, 150 to 200 tons register.	Two good works.

ports, together with the usual supply on hand, cost, &c.*

None	40 feet	None	Gananoque	None ..... 2 marine railways at Kingston for 400 tons.	Indifferent facilities. Kingston has good facilities.
None	Short ..... (Those which cannot come to city coal from piles at lower docks.)	None	Quebec (for large quantities).	2 dry-docks ..... The largest and only one really available for sea-going vessels is 300 by 45 by 10.	Two connected with dry-docks; and numerous smaller ones along river front.
None	.....	None	Quebec ... Montreal.	None	None.

* Number of St. Lawrence River ports, 11.

No. 1.—*Exhibit of coal to be had at the following St. Lawrence River*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Quebec, Quebec.	Sept., 1883.	Sydney Pictou English Welsh Scotch Welsh (Anth.) American (Anth.)	2,000 2,000 3,000 4,000 20,000 1,000 18,000	50,000	$3 25 3 50 3 75 4 75 3 75 4 90 6 00 Stowing 50c. per ton.	By lighters, 400 to 500 daily; liable to interruption for short time late in fall.
Gaspé Basin, Quebec.	July, 1884.	Pictou (bituminous).	Small...	Small...	Moderate.	
St. Hyacinthe,† Quebec.	Sept., 1883.	None	.....	.....	.....	.....

No coal at Charlottetown, Georgetown, Summerside, or Souris, but can be had in case of emergency.

No. 1.—*Exhibit of coal to be had at the following North Atlantic*

Newcastle (Miramichi River), New Brunswick.	.....	Bituminous...	1,100	1,000	$4 to $5. Delivery and stowing 40c. per ton.	By lighters from sheds; slow; not liable to interruption.
Tilt Cove, Newfoundland.	1884.	Welsh	200	200	$6.25 from mining company.	Less than 18 feet alongside wharf; otherwise by boats.
St. John's, Newfoundland.	Aug., 1883.	Nova Scotia .. Cardiff ..... Anthracite (American).	9,000 2,000 500	12,000	$4.50 to $5 ... $7 to $7.50 ... $7.50 to $8.50. Delivered.	By lighters or from loaded vessels alongside; seldom interrupted; ice in February and March.
Harbor Grace, Newfoundland.						
Amherst, Magdalen Island, Gulf of St. Lawrence.	July, 1884.	Bituminous...	Small...	.....	.....	.....
St. Pierre. Miquelon Islands.	.....	Anthracite . Sydney	500	500	$8..... $5.....	By lighters in summer; no supply on hand in winter.
Summerside, Prince Edward Island.	Aug., 1883.	Pictou..... Sydney	2,000 500	500	$3..... $3.50..... Stowing $1 per ton.	Hauled in cars to wharf, then on board in tubs or baskets; slow; harbor frozen up from November till April.
Charlottetown, Prince Edward Island.	July, 1884.	Pictou..... Cape Breton.. Anthracite ...	Limited.	Small; most in winter.	.....	Frozen up in winter.....

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	¼ to ½ mile to anchorage in stream; at wharf, a few feet.	None	Pictou, Nova Scotia.	1 stone dry-dock 500 by 100 (will be completed in 1885); 7 floating docks, 140 to 240 feet in length, capable of taking vessels 25 p. ct. longer.	Several in city; very large works at Point Levi, opposite Quebec.
None	.....	.....	Pictou, Nova Scotia.	None	None.

Station ports, together with the usual supply on hand, cost, &c.*

None	Less ½ mile ...	None	Pictou, Nova Scotia.	None	None.
.....	.....	Extensive.			
None	100 feet	Coal deposits not mined.	Harbor Grace.	1 sectional dock, capacity 500 tons. 1 dry-dock building for government, 590 by 50 by 25, to be finished October, 1884.	Two working, in a small way. Large works building, with dry-docks.
.....	.....	.....	.....	None.	
None	From wharf to roads equals 1 mile.	None	Cape Breton.	None	None.
None on island.	⅛ to ¼ mile	None on island.	Pictou, Nova Scotia.	None	None on island.
.....	.....	.....	.....	None	Yes.

* Number of North Atlantic station ports, 142.

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Georgetown, Prince Edward Island.	.....	Pictou	900	600, for use of mail steamer.	$4 25 Stowing, 10 cents per ton.	From wharf with wheelbarrows; rapid; no interruption.
Port Hood, Nova Scotia.	.....	None	.....	.....	.....	.....
Lingan, Nova Scotia.						
North Sydney, Nova Scotia.	Aug., 1883.	Sydney	Unlimited.	.....	$2 25 Free on board. Stowing, 6 to 10 cents per ton.	From loading pier 1,000 tons per day. Interrupted from February to May.
Sydney, Nova Scotia.	Aug., 1883.	....do	As required.	Average shipment 100,000 tons.	$2 00 Free on board.	Coaling piers, chutes, and drops, 500 tons per day. No interruption, except by ice, from January to May.
Cow Bay, Nova Scotia.	.....	Bituminous...	1,000, 700 tons shipped daily.	10,000 in winter.	$1 75 Free on board. At wharf. Stowing, 15 cts. per ton.	From wharf 400 tons per day. From May to January.
Louisburg, Nova Scotia.	.....	....do	Unlimited.	Unlimited.	$2 45 Stowed.	By chutes. Rapid. Vessels can lie alongside in any weather.
Port Joggins, Nova Scotia.	Aug., 1884.	Joggins.....	2,800	3,200	$2 50	150 tons per day. No interruption.
Parrsborough, Nova Scotia.	Aug., 1884.	Parrsborough.	None kept on hand.	750 tons per day from mine.	$17 41 For 12,000 lbs. delivered at wharf.	By lighters at West Bay. Liable to interruption in January, February, and March by ice.
Yarmouth, Nova Scotia.	Aug., 1884.	Soft anthracite	4,000 small for domestic use.	2,000	$4 50	At wharf. Safe from storms.
Arichat, Madame Island, Nova Scotia.	.....	None	None ...	None ...	.....	.....
Cape Canso, Nova Scotia.	.....	Pictou	Small...	Small...	$3 to $4	.....

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	⅛ mile for draught over 16 feet, and under 100 yards.	Pictou, 40 miles.	Pictou	None	None.
.....	.....	.....	.....	None.	
None	Very short ...	By General Mining Association of London 120,000 tons output.	Sydney proper, 5 miles.	None. Marine railway 1,000 tons register capacity.	At Sydney mines; small one in town.
None	10 miles by rail to the mines.	2 collieries	North Sydney.	None	None.
None	Mines 1 mile distant, and 1 mine 100 yards from wharf.	130,000 tons shipped annually.	Sydney, Louisburg.	None	At mines.
None	Mines are 21 miles distant by rail.	Reserve colliery.	Sydney in summer, Halifax in winter.	None	No regular facilities.
None	½ to 1 mile	Joggins mines, 150 to 200 tons daily.	Dorchester, New Brunswick.	None	Yes.
None	3 miles from railroad wharf to deep water at West Bay.	27 miles distance by railroad. 750 tons per day; to be increased to 1,000.	Pictou .... Nova Scotia.	None	None.
None	10 to 100 yards.	None	Halifax. St. John.	None	Nearly any kind of repairs done well.
.....	.....	.....	.....	None.	
.....	.....	.....	.....	None.	

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Pictou, Nova Scotia.*	Aug., 1883.	Bituminous...	Unlimited.	100,000 to 150,000 output each colliery.	$2.40 best screened, free on board.	By chutes from elevated railways; rapid. Safe harbor for vessels up to 23 feet draught. Closed during winter months by ice.
Windsor, Nova Scotia.	Aug., 1884.	Bituminous..	300	500	$4 00	14 feet draught, at wharf, by tubs. By lighters 8 miles below, at all times vessels afloat.
		Anthracite ...	200	.....	6 50	
Cornwallis, Nova Scotia.	.....	.....	.....	.....	.....	.....
Annapolis, Nova Scotia.	Aug., 1884.	Anthracite ...	160	100	$3.75 to $4.50, delivery and stowing, 60 cents per ton.	Lighters and carts. 100 tons per day. Most liable to possible interruption in January.
		Bituminous...	260			
Digby, Nova Scotia.	Aug., 1884.	None	None ...	300	$4 50	20 feet draught at pier, from one-half tide to high water.
Barrington, Nova Scotia.						
Shelburne, Nova Scotia.						
Liverpool, Nova Scotia.						
Halifax, Nova Scotia.	Dec., 1883.	Nova Scotia...	10,000	11,500	$3 50 to $4 00	By lighters; rapid; no interruption.
		American anthracite.	1,500	.....	6 50 Delivery and stowing, 25 to 50 cents per ton.	
St. John, New Brunswick.†	Sept., 1883.	Bituminous...	5,040	6,100	$6 00	By lighters; slow; no interruption.
		Anthracite ...	2,271	2,700	Stowing, $1 per ton.	
St. Stephen, New Brunswick.	Aug., 1883.	Anthracite ...	800	400	$6, delivered ..	By lighters; slow; ice in winter.

* Coal supplied from Pictou colleries at Richmond Station.

† The ports of St. George, St. Andrews, Fredericton, and

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	At wharves, connected by railroad with collieries; 23 feet at wharf.	4 collieries with all improved facilities.	Sydney ...	None. 2 marine railways; capacity 1,000 and 1,200 tons register.	Iron foundry and machine-shops. A steam forge, engine and boiler works, 7 miles distant, connected by intercolonial railroad and by water.
None	50 feet. Vessels would ground at low water.	Nearest at Parrsborough, Port Joggins, Pictou.	Parrsborough.	None	One at Windsor, one at Hantsport, 7 miles below.
.....	.....	.....	.....	.....	
None	¾ mile to steamer lying in stream; 300 to 400 yards at wharf.	None	St. John, 60 miles on opposite side of Bay of Fundy.	None	Yes.
None	¼ mile.....	None	Joggins...	None	None at present.
British, 5,000 tons Nova Scotia; also limited amount of Welsh.	½ mile from sheds to anchorage; coal also on wharves for immediate delivery.	Extensive at Pictou & Spring Hill; connection by rail.	Pictou	None. 1 marine railway for third-class steamers.	Several.
None	½ mile.....	None	Eastport, Maine.	None	One.
None	Small steamers come to wharf; large, coal 4 miles down the river.	None	Calais, Maine; St. John, N. B.	None for large vessels ..	None.

Halifax harbor, at all times of year, for 80 cents per ton extra.
Grand Manan possess no facilities for coal or repairs.

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Portland, Me ..	Sept., 1884.	Anthracite, Pa	Ample at all times		$4 75	.....
		Cumberla n d, Md.	....do.....		3 75	
		Clearfield, Pa .	....do.....		3 75	
		Kanawha, W. Va.	....do		3 75	
		Nova Scotia ..	....do.....		3 75	
Portsmouth, N. H.	Sept., 1884.	Anthracite ...	....do.....		4 75	.....
		Cumberland ..	....do.....		3 75	
		Clearfield.....	....do.....		3 75	
		Kanawha	...do.....		3 75	
		Nova Scotia ..	....do.....		3 75	
Boston, Mass ..	Sept., 1884.	Anthracite ...	....do.....		4 60	At coal dock; at navy-yard; by wheelbarrows.
		Cumberland ..	....do.....		3 75	
		Clearfield.....	....do.....		3 75	
		Kanawha.....	....do.....		3 75	
		Nova Scotia ..	....do.....		3 75	
Newport, R. I..	Sept., 1884.	Anthracite ...	....do.....		$4 40	From schooners alongside.
		Cumberland ..	....do.....		3 50	
		Clearfield.....	....do.....		3 50	
		Kanawha.....	....do.....		3 50	
New London, Conn.	Sept., 1884.	Anthracite ...	....do.....		4 25	.....
		Cumberland ..	....do.....		3 50	
		Clearfield	....do.....		3 50	
New York, N. Y.	Sept., 1884.	Anthracite ...	....do.....		3 75	Alongside dock at navy-yard; or at Twenty-third street, East River, at pier.
		Cumberland ..	....do.....		3 25	
		Clearfield.....	....do.....		3 25	
Philadelphia, Pa.	Sept., 1884.	Anthracite....	....do.....		4 00	.....
		Clearfield. ...	....do.....		2 75	
		Cumberland ..	....do.....		3 00	
Baltimore, Md.	Sept., 1884.	Cumberland ..	....do.....		2 75	.....
		Clea· field	....do.....		2 75	
		Anthracite....	....do.....		4 25	
Norfolk, Va....	Sept., 1884.	Kanawha.....	....do.....		3 00	At dock at navy-yard, Gosport; or off Fort Norfolk by lighters.
		Anthracite ...	....do.....		4 00	
		Cumberland ..	....do.....		3 25	

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	1½ miles.....	None; connected by railroads with coal mines throughout U. S.	St. John, New Brunswick; Portsmouth, N. H.	2 graving docks; 425 by 80 by 22, wood; 200 by 45 by 12, wood.	One where engines are built.
U. S.; 656 tons anthracite.	2 miles to lower anchorage, off New Castle.	None	Portland; Boston.	At Kittery navy-yard; 1 wooden sectional dock.	1 large shop, also at navy-yard.
U. S.; 733 tons anthracite.	Very short; alongside coal dock.	None	Portsmouth Providence.	At Charlestown navy-yard; 1 stone dry-dock; 373 by 44 by 25. At East Boston; Simpson's patent dry-docks. (1) 365 by 68 by 18. (2) 250 by 45 by 16. (3) 165 by 35 by 13. Capacity: (1) 1,800; (2) 1,400; (3) 900.	Extensive and numerous; Harrison Loring, Atlantic Works; 134 foundries and machine shops.
U. S; about 50 tons anthracite.	Schooners, alongside.	None	Providence; New London.	None	For small repairs, shops at marine railway.
.....	.....	None	New York.	None	Albertson & Douglass Machine Company.
U. S; 320 tons anthracite; 779 tons soft Cardiff.	.....	None	Perth Amboy.	At Brooklyn navy-yard; 1 stone dry-dock, 358 by 68 by 25.5, wooden; Simpson's patent, owned by Cramp & Sons, 1,510 by 100 by 22; 2,630 by 85 by 25; No. 1, Brooklyn water front, with capacity 2,000 tons; No. 2, Brooklyn water front, with capacity 200 tons; 2 marine railways; length, 230 and 280.	Extensive and numerous; Delamater Iron Works, Fletcher, Harrison & Co; Quintard Iron Works; Morgan Iron Works; also at navy-yard, Brooklyn; 287 foundries and machine shops.
None	.....	None	Wilmington; Chester.	1 wooden Simpson's patent, 430 by 70 by 20; 1 sectional Simpson's patent, 200 by 62 by 14; 2 marine railways, length of cradle, 160 and 170.	Extensive & numerous. Birly, Hillman & Streaker; Neafie & Levy; Cramp & Son. Also at Chester, 226 foundries and machine shops.
None	.....	None	Annapolis; Newport News.	1 wooden Simpson's patent, 504 by 80 by 23 (free for United States men-of-war); 1 wooden sectional, capacity 1,390 tons; 2 marine railways, capacity 700 tons; marine slips, No. 1, capacity, 1,200 tons; floating dock of 1,500 tons' displacement.	Yes. 63 foundries and machine shops.
U. S.; 1,167 tons anthracite; 4 tons bituminous.	To Fort Norfolk from navy-yard, 1¼ miles.	None	Baltimore; Newport News.	1 stone dry-dock at Gosport navy-yard, 290 by 60 by 25.	At navy-yard, Gosport, excellent.

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Wilmington, N. C.	Sept., 1884.	Kanawha	Ample at all times.		$3 50	
		Cumberland	do		3 50	
		Clearfield	do		3 50	
		Anthracite	do		4 50	
Charleston, S.C.	Sept., 1884.	Cumberland	do		3 50	Alongside dock
		Clearfield	do		3 50	
		Anthracite	do		4 50	
Port Royal, S.C.	Sept., 1884.	Cumberland	Depends entirely on requirements.		3 75	
		Clearfield	do		3 75	
		Anthracite	do		4 75	
Savannah, Ga	Sept., 1884.	Cumberland	Ample supply		4 00	Alongside dock; slow
		Clearfield	do		4 00	
		Anthracite	do		5 00	
Pensacola, Fla	Sept., 1884.	Cumberland	Depends entirely on requirements.		4 50	At coal dock at navy-yard, with draught of 18 feet; at Key West, alongside of Government wharf.
		Clearfield	do		4 50	
		Anthracite	do		6 00	
Mobile, Ala	Sept., 1884.	Alabama	Ample supply		4 00	
		Pittsburgh via N. Orleans.	Little used or dealt in.		6 50	
		Anthracite	do		7 50	
New Orleans, La.	Sept., 1884.	Pittsburgh	Ample at all times.		4 00	By lighters
		Alabama	do		3 75	
		Anthracite	Little used or dealt in.		7 00	
Galveston, Tex.	Sept., 1884.	Cumberland	Depends on requirements.		5 50	
		Anthracite			7 50	
St. George's, Bermuda.	Sept., 1883.	Cardiff	600	400	$8 60	In port by wheelbarrows; rapidly. At Murray's anchorage, from bulks, by baskets or hoisting. Very rarely interrupted by storms.
		Anthracite	150	75	9 60	
					Stowing, 36 to 48c. per ton.	
Hamilton, Bermuda.	Sept., 1883.	Welsh	600		8 64	Cape Breton and Welsh are kept in hulks in Grassy Bay. Anthracite kept in town 4 miles dist. for draught over 16 ft.; 10 tons per hour from hulk. Winter gales interrupt.
		Cape Breton	300	1,000	7 68	
		Anthracite	300		8 64	
					If anthracite is lightered from town to Grassy Bay, 72 c. per ton more.	
*Nassau, Bahama Islands.	Sept., 1883.	Anthracite	200	200		Large vessels must load outside of bar by lighters. Slow. Considerable risk from June to October.

* No coal regularly on hand. This was taken from a

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None		None	Charleston.	None	Cape Fear machine-shop.
None	½ to 1 mile	None	Port Royal.	1 wooden floating dock, 155 by 49 by 11.	Charleston Iron Works, and Valk & Murdock.
None		None	Savannah.	None.	
None		None	Port Royal; Brunswick, Ga.	None	J. W. Tynan.
U. S.; 725 tons anthracite; 1½ tons of bituminous; also U. S. at Key West, 1,720 tons anthracite.		None	Key West; Mobile.	At navy-yard, 1 iron sectional dock.	At navy-yard.
None		None	Pensacola; New Orleans.		Gulf City Foundry. Home Industry Foundry. Lang, John & Company. Schuemann, A.
None	½ mile to coal yard.	None	Mobile		Extensive and numerous. 20 foundries and machine shops.
None		None	N. Orleans.		Dallas Iron Works. Lee Iron Works.
British, at dock-yard, 13¼ miles dist.; 3,000 to 4,000 Welsh on hand.	60 feet	None	"Grassy Bay."	None. Marine slip at St. George's for 1,200 tons burden; iron floating dock at dock-yard, capable of taking largest iron-clad in the British navy.	1 small shop. At dock-yard are extensive works capable of any kind of repairs.
British. 4 miles from town. 6,000 tons Welsh. Vessels go alongside coal wharf.	Depends on anchorage and kind of coal required.	None	St. George's	None. One floating-dock. Capacity largest English iron-clad.	Well equipped shops at Government dock-yard. Repairs cost actual price of labor and materials plus 25 per cent.
None	2 miles	None	Havana; Key West.	None. One marine railway for vessels of 600 to 700 tons register.	For very small repairs.

wrecked vessel 16 years ago and exposed to the weather.

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Bahia-Honda, Cuba.	Feb., 1884.	None	.....	.....	.....	.....
Cabaños, Cuba.	Feb., 1884.	None.				
Mariel, Cuba ..	Feb., 1884.	None	.....	.....	.....	.....
Havana, Cuba *	Sept., 1883.	Cardiff.....	20,000	80,000 to 100,000	$9 00 to $10 00	Alongside wharf or by lighters, 400 tons per day; heavy rains and storms from June to October.
		Cumberland ..	6,000		8 00 to 8 50	
		Anthracite....	1,000		8 50	
		Newcastle	4,000		8 00 to 9 00	
		Blacksmith ...	500		9 00 to 9 90	
					Stowing, 15c. to 20c. per ton (Spanish gold).	
Matanzas, Cuba	Aug., 1883.	English.....	3,000 to 3,500	3,250	$8 00 to $9 00 Stowing, $1 00 per ton.	By lighters; slow .....
Cardenas, Cuba	.....	American.....	400	4,000	$11 00 to $12 00 Alongside, $2 per day to laborers (Spanish gold).	By baskets to lighters, and then in tubs to ships; 500 lbs. each; very slow; liable to interruption from strong northerly winds and hurricanes in September to February.
		Scotch	600			
		British Provinces.	500			
Sagua la Grande Cuba.	.....	(†)				
Nuevitas, Cuba	Feb., 1884.	None	None....	Unknown	.....	.....
Port Nipe, Cuba.	Feb., 1884.	None	.....	.....	.....	.....
Baracoa, Cuba .	.....	.....	None....	None....	.....	.....
Guantanamo, Sta. Cruz, Manzanillo, Cuba, W. I.	.....	None	None....	None....	.....	.....
Santiago de Cuba, W. I.	Oct., 1883.	Anthracite ...	3,500	17,000	$8 00 to $8 50	By lighters and tugs; rapid; no interruption
		Cardiff	9,500		8 50 to 9 00	
		Cumberland ..	2,600		8 00 to 8 50	
		Scotch	1,500		8 00 to 8 25	
					Stowing, 50c. per ton (Spanish gold).	

* Coal can be obtained at Matanzas, Cardenas, and Sagua la Grande, but no Cardiff or Cumberland.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
.....	.....	.....	.....	None.	
.....	.....	.....	.....	None.	
None	If alongside of wharf, a few yards.	None on island.	Santiago de Cuba, Cienfuegas.	One floating dock, 275 feet by 78 by 14½ (16 feet at bow, 13 at stem). Dock is open ended.	Several.
None	One mile.....	None	Havana (best).	None	None.
None	Twelve miles if drawing more than 15 feet; 1 mile with less draught.	None	Matanzas..	None	One.
Small quantity, very poor quality, belonging to Government.	.....	.....	.....	None.	
.....	.....	.....	.....	None.	
None	.....	.....	Santiago de Cuba, Gibara.	None	None.
None	.....	.....	.....	None	None.
None	300 yards	None. (There are unworked veins.)	Cienfuegos	None	One good shop capable of all repairs.

† Can be obtained.

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Trinidad de Cuba, W. I.	Sept., 1883.	American bituminous.	550	900	$8 50 to $9 00 on wharf.	On the wharf; rapid; in the stream by lighters; delay according to wind; interruption during Sept. and Oct.
Cienfuegos, Cuba.	Sept., 1883.	Cardiff.....	1,500	After April and May, 6,600 In first part of y'r 11,500.	$8 50	By lighters; rapid; 200 tons per day; seldom interrupted; probably most liable in Sept. and Oct.
		Cumberland ..	1,000		8 00	
		Anthracite ...	1,000		8 00	
		Westmoreland	1,200		8 00	
		Newport.....	1,800		8 50	
		From (?)	100		8 00 Stowed.	
Kingston, Jamaica, W. I.*	Sept., 1883.	Welsh ..... Newport. } Cardiff. }	27,000	20,000	$7 20 to $8 16 stowed if alongside wharf.	From wharf, with baskets of 80 pounds each; rapid; no interruption.
San Domingo, W. I.†	Sept., 1883.	A few hundred tons for Clyde S. S. Co.	.....	.....	.....	Interrupted from Aug. to Nov.
Azua, San Domingo Island.						
Cape Haytien, Hayti, W. I.	Sept., 1883.	.....	None ...	None ...	.....	.....
Port-au-Prince, Hayti, W. I.	Dec., 1883.	Welsh (Gov't depot).	Small...	Small...	$16 00 to $18 00	By lighters.....
Gonaives, Hayti, W. I.						
Jeremie, Hayti, W. I.						
San Nicolas, Hayti, W. I.	.....	None	.....	.....	.....	.....
St. Marc, Hayti, W. I.	.....	None	.....	.....	.....	One-eighth mile from shore in 8 to 15 fathoms; no wharves.
Samana, W. I ..	Oct., 1883.	.....	Small for Clyde steamers.	.....	Not for sale...	By baskets; rapid; no interruption.
Puerto Plata, San Domingo.	.....	None	None....	None....	.....	.....

* There are no other coaling ports on the island.
† Las Calderas on the south, and Samana on north side of island would make excellent coaling stations.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
Spanish at Casilda; about 500 tons American bituminous.	3 miles, according to draught.	None	Cienfuegos	None	One.
None	Coal at wharf; small vessels go alongside; large vessels lie ½ mile.	None	Trinidad..	None; 2 slips, largest takes vessels 200 feet long, and draught 8 feet forward and 12 feet aft.	Two works.
British at Port Royal; 1,800 Welsh, 1,000 patent fuel.	30 to 40 yards.	None	St. Jago de Cuba.	None	Several first-class, where the largest machinery can be repaired with dispatch.
None	.....	None	St. Juan, Port Rico, St. Thomas	None	None.
None‡	.....	.....	Port Royal, Kingston, St. Thomas.	None	None.
Gov't coal only; small quantity.	.....	.....	Santiago de Cuba.	None	None.
.....	.....	.....	Santiago de Cuba.	None	None
None	.....	None	Port-au-Prince.	None	None.
None.....	40 feet	None.....	St. John's, Porto Rico.	None.....	None.
None.....	.....	None.....	St. Thomas	None.....	None.

‡ The United States station during the war was sold in 1873.

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Mayaguez, Porto Rico, W. I.	Sept., 1883.	None	None	None		
Ponce, Porto Rico, W. I.						
Arecibo, Porto Rico, W. I.						
Guayama, Porto Rico, W. I.						
Naquabo, Porto Rico, W. I.						
Viequez Island, Porto Rico, W. I.						
San Juan, Porto Rico, W. I.	Sept., 1883.	Cardiff	2,000	1,500 to 2,000.	$8 f. o. b	By lighters and baskets; rather slow.
Turk's Island, W. I.	Sept., 1883.	None	None	Only what is saved from wrecked vessels.		
St. Thomas, W. I.*	Sept., 1883.	Cardiff	5,300	7,500	$8 00	At wharf with baskets, as rapidly as it can be stowed. No interruption except possibly by hurricanes from Aug. 1 to Nov. 1.
		Scotch	450		7 00	
		Lancashire	500		8 00	
		Newcastle	600		6 75	
		Cumberland	450		7 50	
		German	250		7 00	
		Anthracite	600		9 50	
					Delivered at wharf. Lighters 50 cents more; stowing 10 cents per ton.	
Frederiksted, Santa Cruz, W. I.	May, 1884.	Newcastle	Small	Small	$9 00	By lighters
Christianstadt, Santa Cruz, W. I.	May, 1884.	Bituminous	Small		9 00	do
Bassterre, St. Kitts or St. Christopher Island.	Apr., 1884.	Cardiff	Less than 100 tons		9 00	By lighters in hogsheads.
		Patent fuel	do		Lighterage and stowing $1.25 per ton.	
		Blacksmith	do			

Santa Cruz has no facilities. At St. Thomas the Royal Mail, Imperial German, and the Com-

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of drydocks.	Machine shops at which steamers can repair.
None.....	.....	None.....	St. John's, Porto Rico,	None.....	None.
.....	.....	.....	.....	.....	
.....	.....	.....	.....	.....	
.....	.....	.....	.....	.....	
.....	.....	.....	.....	.....	
.....	.....	.....	.....	.....	
.....	.....	.....	.....	.....	
None on isl'd	Short	None.....	St. Thomas	None.....	None.
None.....	.....	None.....	St. Thomas	None.....	None.
None	30 feet of water at coal pier; over 30 feet draught must lie 50 to 200 yards from pier and coal by lighters.	None.....	St. John's, Porto Rico.	None..... One floating dock. Extreme length, 280 feet; inside breadth, 72 feet; length of keel, 288 feet; length of deck, 321 ft.; greatest draught of ship, 21 feet; capacity, 3,000 tons; crane lifts, 40 tons.	Shops of Royal Mail Steam Packet Co.
.....	.....	.....	St. Thomas	None.....	None.
.....	.....	.....	.....	None.	
.....	.....	.....	.....	None.	

pagnie Générale Transatlantique keep on hand sufficient coal to supply their steamers.

No. 1.—*Exhibit of coal to be had at the following North Atlantic station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Anguilla, W. I.	Sept., 1883.	None	None ...	None ...	.....	....
St. Martin, W. I.						
Carcenage, St. Bartholomew, W. I.						
St. Eustatius, W. I.						
Nevis, W. I....	Sept., 1883.	None	None ...	None ...	.....	....
Antigua, W. I..	Sept., 1883.	English (soft).	10	100	$9.60, delivered and stowed.	By lighters; moderately rapid; rarely interrupted.
Montserrat, W. I.	.....	None	None ...	None ...	.....	....
Point à Pitre,* Guadaloupe, W. I.	Sept., 1883.	Newcastle	300 to 400.	30,000 to 40,000 imported yearly.	$6 to $7; delivery, 50 cents per ton.	More than 15 ft. draught; by lighters, and rapid; no interruption.
Portsmouth, Dominica, W. I.	.....	None	None ...	None ...	.....	....
Roseau, Dominica, W. I.	.....	None	None ...	None ...	.....	....
Fort de France, Martinique, W. I.	Sept., 1883.	.....	.....	.....	.....	....
St. Lucia, W. I.	Nov., 1883.	Welsh	4,000 to 5,000.	4,500	$7; stowing, 8 cents per ton.	20 to 21 feet of water alongside wharf; rapid; with baskets; no interruption.
Barbadoes, W. I.	Nov., 1883.	English, Welsh, Scotch.	Large ..	Large...	$9 to $10, stowed.†	By lighters; rapid; no interruption.

* Coal is imported for home consumption, rarely any for sale.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of drydocks.	Machine shops at which steamers can repair.
None		None	St. Thomas		None.
None		None	Antigua	None	None.
At English harbor; 400 tons patent fuel.	1¾ miles	None	St. Thomas	None	For small repairs.
None		None	Antigua	None	None.
French; 500 to 1,000 tons on hand.	100 rods	None	Fort de France, Martinique.	None	Several.
None		None	Martinique.		None.
None		None	St. Lucia	None	None.
French; large quantity.					
None	30 to 40 yards	None	Barbadoes.	None	None.
British; quantity unknown.	½ mile	None	St. Lucia	None	Good.

† Coal could be purchased cheaper by contract.

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
St. Vincent, W. I.	Nov., 1883.	Welsh	100	100	$10 to $12	By boats containing 2 tons.
Curaçao,* W. I.	Aug., 1883.	Welsh	300	350	$10, alongside.	By lighters; as fast as required; at all seasons.
Port Spain, island of Trinidad.	Jan., 1884.	Cardiff.....	Several thousand.	Over 1,000	$9 to $12	By lighters, from hulks.
Matamoros, Mexico.	Sept., 1883.	None	None ...	None ...	.....	.....
Tuspan, Mexico.	.....	.....	.....	.....	.....	.....
Vera Cruz, Mexico.	Mar., 1884.	Anthracite ... Bituminous... Patent fuel ...	Large... 44, 000 30, 000	..... Large... 120, 000	$10 to $13..... $1.90 per ton for delivering and stowing.	By lighters; medium rate. Liable to interruption in bad weather.
†Tampico, Mexico.	Sept., 1883.	.....	Small ...	Small ...	.....	.....
†Belize, British Honduras.	Mar., 1883.	Welsh (occasionally).	.....	Variable	$10 per ton. Lighterage extra.	.....
Livingston, Gulf of Honduras, Guatemala, C. A.						
Truxillo, Honduras, C. A.						
Puerto Cortez, Honduras, C. A.						
Puerto Cabello, Honduras, C. A.	Aug., 1883.	None (as a rule).	None(disposable).	Small, for private use.	$10 (not less).	Easy, but slow .....
Pearl Lagoon (Musquito coast), Central America.	Jan., 1883.	None	None ...	None ...	.....	.....

* Excellent harbor; coal for Dutch navy, but others can get it. †Small quantity for use of

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
.....	.....	None	St. Lucia..	None	None.
None	½ mile.....	None	St. Thomas	None	None.
.....	.....	.....	.....	None	Small.
None	.....	None	Galveston. Vera Cruz.	None	None.
None	¾ m. to anchorage in harbor; 3½ miles to anchorage off Island of Sacrificios.	Coal veins 100 miles inland, worked in a very primitive way.	In the U. S.	None	Shops belonging to R. R. Co. will make repairs.
.....	.....	.....	Vera Cruz.	None	One small railroad shop.
.....	.....	.....	.....	None.	
None	Alongside wharf.	None	Curaçoa .. St. Thomas	None	One large shop, capable of all kinds of repairs.
.....	.....	.....	.....	None.	

Mexican Central Railroad.

‡ Sailing vessels come in with coal and remain until unloaded.

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Great Corn Isl'd (Mosquito coast), Central America.	Jan., 1883.	None				
Bluefields, Nicaragua, C. A.	Aug., 1884.	None	None	None		
San Juan del Norte, Nicaragua, C. A.	Aug., 1884.	None	None	None		
Port Limon, Costa Rica.	July, 1883.	Pittsburgh	200 (800 expected for railroad).	100 tons per month received.	$15 at pile	
Boco del Toro (Chiriqui Lagoon), United States of Colombia.	Mar., 1883.	None	None	None	$4.50, mined by native labor.	By mining
Shepherd's Harbor (Chiriqui Lagoon), United States of Colombia.	Mar., 1883.	None	None	None		do
Colon, *United States of Colombia.	Mar., 1883.	Welsh American.	5 or 6 cargoes.	5 cargoes	$15 to $20, at accommodation of R. R. Co. At times from coal ves'l for $10. Lighterage and stowage $2.	By lighters; difficult in season of fresh trades.
Puerto Bello, United States of Colombia.						
Cartagena, United States of Colombia.	Mar., 1884.	None	None	None		
Rio Hacha, United States of Colombia.	Sept., 1883.	Cardiff	Small	100	$10	By lighters; slow. From December to April is the windy season.
† Barranquilla, United States of Colombia.	Sept., 1883.	Cardiff	Small (for use of railroad).	100	$10 (no fixed rates for delivery).	do
Santa Marta, United States of Columbia.	Mar., 1884.	None	None	None		

* The 5 or 6 cargoes belong to railroad company.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
.....	.....	.....	.....	None.	
None	.....	None	Colon	None	None.
None	.....	None	Colon	None	None.
None	.....	None	Colon	None	Good shops owned by railroad company.
None	.....	Deposits not worked.	Colon	None	Small forge at railroad shops.
.....	.....	Deposits on bay shore not worked.	Colon	None	None.
None	In cars to wharf, then to steamer.	None	.....	None	Railroad shops.
.....	.....	.....	.....	.....	.....
None	.....	None. Veins found at San Andras, 25 miles inland.	Colon	None	None.
None	.....	None	Colon	None	None.
None	5 miles.....	None (coal inland not worked).	Colon	None	None.
None	....	None	Colon	None	None.

† The above applies to Rio Hacha and Sta. Martha.

No. 1.—*Exhibit of coal to be had at the following North Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Maracaibo or Coro, Venezuela.*	.....	None	None ...	150 to 200 tons English.	$13 to $15	By lighters; no interruption.
Cumana, Venezuela.	.....	.....	.....	.....	.....	.....
Rio Caribe, Venezuela.	Aug., 1884.	None	.....	.....	.....	.....
Ciudad Bolivar (Angostura), Venezuela.		.....	.....	.....	.....	.....
Campano, Venezuela.	Aug., 1884.	Brought from Island of Trinidad.	.....	Occasionally a small amount on hand.	.....	No facilities .....
Puerto Cabello, Venezuela.	.....	Cumberland (for use of Governm't).	300	.....	.....	Poor facilities .....
Barcelona, Venezuela.	.....	.....	.....	.....	.....	.....
Mochima, Venezuela.†	Aug., 1884.	None	.....	.....	.....	.....
La Guayra, Venezuela.	Nov., 1883.	None	None ...	None ...	.....	.....
Paramaribo, Dutch Guiana, South America.	Aug., 1884.	Cardiff.....	Sufficient for use of Government steamers and the regular line to Amsterdam.		$10 to $12; delivery and stowing, $1 per ton.	Merchant steamers coal from wharf; gunboats from lighters; exceedingly slow; not interrupted.
Demerara (Georgetown), British Guiana, South America.	Sept., 1884.	South Wales ..	3,000	10,000	$7.50 to $10, in the bunkers.	From punts in baskets, alongside wharf or from hulk direct; satisfactory; no interruption.
		Steam	6,000			
		Patent fuel....	3,000			
Cayenne, French Guiana, South America.						

* The tugs employed at the bar keep coal at Fort St. Carlos and at Maracaibo.
† 30 miles east of Barcelona.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	½ mile. Steamers might lie opposite.	None. At Isle Thoas is coal injurious to boilers. Large deposits at the Rio Limon.	Curaçao; St. Thomas	None	None.
.....	.....	.....	.....	.....	
None	.....	None	.....	None	None.
.....	.....	.....	.....	.....	
None	.....	None ...	Island of Trinidad.	None	None.
Yes; Cumberland, 300 tons.	.....	.....	.....	.....	
.....	.....	.....	.....	.....	
None	.....	None nearer than 30 to 75 miles.	.....	None	None.
None	.....	None; deposits, but not worked.	Curaçao ..	None	None.
None	100 yards from pile to lighter.	None	Demerara, Cayenne.	None	One Government machine shop for steamer works.
None	50 yards	None	Parimaribo, Saint Lucia.	1 dry-dock, granite, iron gates, 230 feet by 45 feet by 11 feet. For cleaning alone, admits vessels 250 feet long.	Two first-class; best machinery and workmen.

No. 1.—*Exhibit of coal to be had at the following South Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Para, Brazil* ..	Oct., 1883.	Welsh ..... Scotch	5,000	5,000	$12 on board	By lighters and small baskets; slow. Very little interruption.
Maranhao, Brazil.	.....	Welsh	1,500 to 2,000	1,700	$12.....	By 50-ton lighters; slow.
Ceara, Brazil...	.....	....do	200 to 250	225	$11.05 to $13.66; exchange 21 to 21½; $1.06 for delivery per ton.	In sacks on jangados of 1½ to 2 tons; slow.
Natal, Brazil.						
Parahiba, Brazil	.....	.....	None....	None....	.....	.....
Navao, Brazil ..	.....	Cardiff	200	200	$15.....	By lighters; slow .....
Pernambuco, Brazil.	.....	Cardiff..... Liverpool..... Scotch.....	5,000 200 400	7,500	$8.98..... $1 for delivery on board.	By lighters; 200 tons per day.
Maceio, Brazil.						
Aracaju, Brazil	.....	.....	None....	None....	.....	.....
Bahia, Brazil...	Nov., 1883.	Cardiff..... English..... Nuts.....	5,000 Small.... ...do	.....	$10.08 to $10.80	Rapid. From April to August liable to southerly gales.
Rio de Janeiro, Brazil.	Sept., 1883.	Cardiff..... Scotch..... English.....	30,000	22,000	$10 94 In bunkers.	By lighters; rapid. Seldom interrupted.
Santos, Brazil‡.	Sept., 1883.	.....	.....	.....	.....	At railroad wharf .....
Desterro (St. Catherines Island), Brazil.§	.....	Cardiff	800	500 to 600. Yearly consumption 3,000.	$16.80 to 18.90 delivered on board foreign vessels.	By 20 to 30 ton lighters; baskets; rapid. Slow at Santa Cruz. High winds in July, August, and September.

*Number of ports, 37.

‡25,000 tons imported annually.

ports together with the annual supply on hand, cost, &c.*

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	½ mile	None	Maranhao.	None	Extensive and excellent.
None. Coal by contract.	1 mile	None	Pará	None	Two foundries with limited means.
None	½ mile if inside reef; if outside, 1 mile.	None	Maranhao, Pernambuco.	None	Railroad shops.
None		None	Pernambuco.	None	None.
None	400 yards	None	do	None	Railroad shops.
None	1 mile	None	Bahia	None	Good for ordinary repairs.
None		None	Bahia	None	None.
None	1 to 3 miles	None	Rio Pernambuco.	None	Yes. At Montserrat partial repairs, but very expensive.
U. S. Government 3,000. Vianna Island.	3 miles	None	Bahia	4 dry-docks, 2 Government and 2 private; 488 by 70 by 25 private; 420 by 60 Government; 240 by 35 Government.	Several.
None		None	Rio de Janeiro.	None	None.
None. Brazilian expected on Ralsone.	¾ mile; at Santa Cruz 10 miles.	To be worked.	Santos, Rio de Janeiro, Montevideo	None	Small.

‡ No market. Railroad company sells, as a favor, small amounts in case of great need.
§ Coal belongs to one English and one Brazilian coasting steam companies.

No. 1.—*Exhibit of coal to be had at the following South Atlantic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Rio Grande do Sul (Saõ Pedro), Brazil.	.....	.....	.....	.....	.....	.....
Montevideo, Uruguay.	.....	Welsh ..... Newcastle .... Scotch	14,000 500 1,000	20,000	$11, in the bunkers.	In bags. Rapid. Weather may interrupt in June, July, and August.
Colonia, Uruguay.	.....	.....	.....	.....	.....	.....
Paysandu, Uruguay.	.....	.....	.....	.....	.....	.....
Buenos Ayres, Argentine Republic.	Nov., 1883.	Cardiff..... Scotch	.....	2,500	$9.60 ..... Delivery and stowing, $1.44 per ton.	By lighters from the collieries. Slow. Always liable to interruption.
Bahia Blanca, Argentine Republic.	Apr., 1884.	English.....	Large...	.....	$14	.....
Santa Cruz, Patagonia.	Dec., 1882.	.....	None ...	.....	.....	.....
Port Stanley, Falkland Islands.	Oct., 1883.	Welsh	1,000	500	$16.20.....	In bags. Slow. Winds in summer, snow squalls in winter, interrupt.
Ascension Island.	1884.	Welsh ..... Danish ..... Patent fuel ...	Large..	.....	.....	By lighters. Rapid.
St. Helena	Sept., 1883.	Welsh ..... English.....	250 250	500 to 1,000.	$20..... Stowing, $1 per day.	By lighters; 100 tons daily. No interruption.
St. Paul de Loando, West Africa.	Oct., 1883.	Cardiff.....	20	1,000 tons imp'ted yearly.	$13.20 at wharf; $14.40 on b'rd ship.	By lighters and baskets..
Cape Town, South Africa.	.....	Welsh ..... English..... Scotch	30,000	20,000 Over 200,000 tons imp'ted 1882.	$12.67 stowed, if alongside wharf. If in stream, $1 per ton extra.	At wharf, or by 200-ton lighters, and sacks. Rapid. Seldom interrupted.
Simon's Town, South Africa.	.....	Cardiff, Newcastle.	1,000 in private hands.	1,500 to 2,000.	$14.40, delivered alongside in bags.	By 7 to 9 ton lighters; 100 to 150 tons daily; seldom interrupted.

* The dredging has deepened the river for vessels of 18 feet. † No market. Only for use of Southern

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
.....	.....	.....	.....	.....	.....
None	1½ miles	None	Rio de Janeiro.	2 dry-docks: 420 by — by 20. — by — by 15.	Several; very good.
.....	.....	.....	.....	.....	.....
....	.....	.....	.....	.....	.....
None	5 miles.....	None	Montevideo.	None	Several; tolerably good work, but expensive.*
.....	.....	.....	.....	None	None.†
... .	.....	.....	Straits of Magellan.	.....	.....
None	½ mile.....	None	Montevideo.	None	None.
.....	.....	.....	.....	.....	.....
British, 1,000 tons.	200 yards from coal yard to jetty.	None	Cape Town	None	None.
Portuguese; always short.	1,000 to 2,000 yards. Vessels can anchor within 200 yards.	None. Good deposit.	Banana Creek.	None	One large shop. Mechanics poor and lazy.‡
British, at Simon's Town.	At wharf; if in stream, ½ mile.	None	Simon's Town.	1 dry-dock, 500 by 60 by —; 1 patent slip for vessels of 1,200 tons.	Several. Government and mail-steamer shops.
British; 10,000 tons; ⅓ is Newcastle.	350 to 400 yards.	None	Table Bay.	One patent slip for vessels of 1,200 tons register.	British Government naval station.

*Railroad Company. ‡At Banana Creek, $12 per ton, stowed in bunkers by French and Dutch house.

No. 1.—*Exhibit of coal to be had at the following South Atlantic*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Mossel Bay, South Africa.	.....	English	100	100	$14.40 to $15.60, 2,000 pounds, delivery, $1.68 per ton.	By lighters.....
Port Elizabeth, South Africa.	.....	Welsh	15,000	15,000	$13.20; delivery and stowing, $1.44 per ton.	By bags; rapid; interruption liable during southeast monsoon season, from September to December; lighters hold 30 to 60 tons.
East London, South Africa.	.....	.....	.....	.....	.....	.....
Port Natal, South Africa.	Oct., 1883.	Welsh	400	700	$16.80 to $18 of 20 cwt delivered alongside at outer anchorage.	In bags; depends on water on bar and weather.
		English.....	350			
Mozambique, South Africa.	Feb., 1884.	Cardiff.....	1,300	900	$14.50; 12 cts. per ton put on deck.	.....
Zanzibar, South Africa.	.....	Welsh	500	500	$14 to $17; stowing, 10 cents per ton.	By small lighters; slow; no interruption.
Mojanga, Madagascar.	.....	.....	.....	.....	.....	.....
Tamatave, Madagascar.	.....	.....	.....	.....	.....	.....
Mahé, Seychelles Islands.	Oct., 1883.	Cardiff.....	1,300	1,000	$14.....	By lighters; slow; no interruption.
St. Denis, Réunion Island.	.....	.....	.....	.....	.....	.....
Port Louis, Mauritius.	July. 1883.	Welsh	4,000	6,000	$10 40.....	By lighters; slow; liable to interruption from December to May.
		Australian.. }	2,000	..... {	$9.20 in bunk-	
		Scotch ..... }			ers.	

Station ports, together with the usual supply on hand, cost, &c.*

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	.....	.....	Cape Town, Port Elizabeth.	None	None.
None	½ mile.....	None	.....	None	Good for heavy repairs.
.....	.....	.....	.....	.....	
None	Coal in hulks and stores, 3 miles.	Coal deposits 200 miles inland.	.....	None	Two. Capable of most any work.
.....	.....	.....	Zanzibar..	None	None.
British; 4,000 tons patent fuel.	⅛ mile.....	None	Mozambique, Aden.	None	None.
.....	.....	.....	.....	.....	
.....	.....	.....	.....	.....	
.....	100 yards.....	None	Bourbon, Mauritius, Aden, Zanzibar.	None	None.
.....	.....	.....	.....	.....	
None	¼ to ½ mile	None	Seychelles.	3 dry-docks; 1 patent slip, 320 by 45 by 15, 353 by 60 by 21, 325 by 60 by 21.	Several.

No. 1.—*Exhibit of coal to be had at the following Pacific Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Victoria, Vancouver's Isl'd.	Sept., 1883.	Bituminous...	2,000	2,000	$7 00 Stowing 10c. extra; at coal mines $3 to $4.	From coal yards with tubs, wheelbarrows; rapid; no interruption.
Portland, Oregon.	Sept., 1884.	Local coals ...	Ample supply.		$3 00	.....
San Francisco, California.†	Sept., 1884.	Seattle, W. T.	Ample at all times.		7 50	Men-of-war usually coal at anchorage in bay, ¼ to ½ mile, by large lighters and baskets; only liable to temporary interruption from heavy winds. At Mare Island navy-yard, coal at coal wharf by wheelbarrows.
		Australian....	.....		7 50	
		English.....	.....		7 50	
		Vancouver's..	.....		8 00	
San Diego, California.	Sept., 1884.	Seattle.....	As at San Francisco.		7 50	.....
		Australian....			7 50	
		English.....			7 50	
		Vancouver's ..			8 00	
Pichilinque Bay, Lower California.†	Oct., 1883.	Anthracite ...	1,900	1,000	11 50	1 scow at Pichilinque; no interruption.
		Nanaimo.....	350		9 00 Stowing and delivery $1 per ton.	
Guaymas, Mexico.	Aug., 1883.	Nanaimo	500	1,000	$12 00	By lighters; moderate; no interruption.
		English.....	700		13 00 Stowing and delivery $1 per ton	
Altata, Mexico.	Nov., 1883.	None	None ...	.....	$8.75 for delivering.	At wharf, from a push-car and baskets; rapid; not safe in September and October.
Mazatlan, Mexico.	Sept., 1883.	Newcastle	3,000	1,500	$15 at pile, $17.50 alongside.	Bagged and brought off in lighters under tow of tug; rapid; liable to interruption in summer months by storms.
		Australian ...	.....			
San Blas, Mexico.	Sept., 1883.	None	None ...	None ...	.....	.....
Acapulco, Mexico.§	Sept., 1883.	Cardiff	1,100	3,000 to 4,000.	$20 00	Bagged and brought off in lighters towed by ship's boats; rapid; 130 per day; no interruption.
		Nanaimo	2,000		20 00	
		Australian ...	2,000		Stowing and delivering $1 per ton.	
San José de Guatemala.	Sept., 1883.	None	None ...	None . .	.....	Weather uncertain from July to October.

* Number of Pacific Station ports, 57.
† The importation of English coal is regulated by the grain crop.

ports, together with the usual supply on hand, cost, &c.*

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	Alongside wharfs, at yards, or at coal mines at Nanaimo.	Extensive on island; 200,000 tons per year.	Seattle, Puget Sound.	1 dry-dock (building) 400 by 80 feet by —.	Several.
None	.....	At Seattle, Coos Bay.	Victoria, Vancouver's, or San Francisco, California.	At Albina, Oreg., opposite Portland, 1 dry-dock 400 by 72 by 18.	.....
U. S. Government coal at Mare Island navy-yard; 448 tons; anthracite.	¼ to ½ mile from wharfs to anchorage.	None	Mare Isl'd.	2 wooden floating docks 108 by 40 by 9, 210 by 60 by 15; 1 stone dry-dock, at Hunter's Point, 425 by 90 by 24.	Extensive and numerous. Union Iron Works, Risden Iron Works, 58 foundries and machine shops.
.....	Alongside coal wharf; 10 to 15 yards.	.....	.....	At Mare Island, 1 stone dry-bock (building) 475 by 78 by 26.5; 1 wooden sectional.	At navy-yard, Mare Island. Large machine shop for all kinds of repairs.
None	.....	None	San Francisco.	.....	.....
U. States, Mexican.	300 feet	On Yaqui River, not worked.	Mazatlan, Guyamas.	None	None.
None	2 miles for draft of 20 feet.	None; anthracite abundant on Yaqui River, 120 miles.	Mazatlan..	None	The Sonora Railroad Company's.
None	100 feet	None	Mazatlan. Pichilinque.	None	Railroad shops at Culiacan.
Mexican Government has on hand about 600 tons.	1½ miles.....	None	Acapulco, Guaymas.	1 dry-dock (building).	2 large shops.
None	.....	None	Mazatlan .	None	None.
Mexican Gov't has 800 tons.	300 yards	None	Mazatlan .	None; marine railway under construction by Mexican Government.	Pacific Mail Steamship Company's small shops; Government building shops not finished.
None	.....	None	La Union, Acapulco.	None	None.

‡150 tons opposite La Paz, owned by Mexican Government. No coal at La Paz, Cape St. Lucas, and San José.

§ Cardiff coal by contract for English vessels, £4; other coal for Pacific Mail Steamship Company.

No. 1.—*Exhibit of coal to be had at the following Pacific Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Sonsonate, San Salvador, C. A.	.....	.....	.....	.....	.....	.....
La Libertad, San Salvador, C. A.	Sept., 1883.	None	None ...	None ...	.....	.....
Amapala, Honduras, C. A.	Sept., 1883.	None	None ...	None ...	.....	By lighters, 100 to 125 tons per day; no interruption; excellent for coal station.
Corinto, Nicaragua.	May, 1884.	Welsh ..... Australian....	1,000	1,000	$14 along side.	By lighters; rapid; no interruption.
San Juan del Sur, Nicaragua.	.....	.....	.....	.....	.....	.....
Punta Arenas, Costa Rica.	Sept., 1883.	.....	4 to 6	500 belonging to CostaRican Gov't.	.....	Rapid; no interruption..
Panama, United States of Colombia.	Feb., 1883.	Cardiff.....	Large, and varying quantity.	Large ..	$18, delivered along side. Contract with R. R. Co.	By iron lighters, as rapid as can be stowed; no interruption.
Buenaventura, United States of Colombia.	Sept., 1884.	None	None ...	.....	.....	Never coal here .....
Guayaquil, Ecuador, S. A.	Sept., 1883.	None	None ...	None ...	.....	.....
Payta, Peru* ...	.....	.....	.....	.....	.....	From hulk .....
Callao, Peru ...	Mar., 1884.	Cardiff.....	Large quantity.	Large...	$15 to $16	By lighters with baskets; rapid, from 30 to 40-ton lighters; no interruption; Grace Bros.
Eten, Tumbez, Lobos de Afuera, Peru ..	Oct., 1883.	None	None ...	None ...	.....	.....

* Coal station of P. S. N. Co.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None		None	Panama	None	None.
None; small deposit at La Union and at San Salvador owned by U.S. Gov't.	1 to 1½ miles	None	Panama	None	None.
None	50 yards	None	Panama	None	None.
Costa Rican station at San Lucas.	¼ mile	None	Panama	None	None.
None	2½ miles for for large draught vessels.		Payta	None	Pacific Mail S eam ship Company's.
None		None	Panama Payta.	None	None.
None		None	Payta	None	2 small shops.
None		None	Callao	None	None.
	Less than ½ mile from coal hulk to anchorage.	None	Payta	1 floating dock 300 by 76 by 29; capacity 5,000 tons; up to 21 feet draught.	Yes.
			Callao	None	None.

No. 1.—*Exhibit of coal to be had at the following Pacific Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Chimbote, Peru.*	.....	.....	.....	.....	.....	.....
Arica, Chili* ...	1884.	Chilian	.....	.....	.....	.....
Iquique, Peru..	Sept., 1883.	English	7,000	6,000 to 7,000	$6 to $9; lighters; $7 to $8 per load of 22 tons.	By lighters and baskets; rapid; heavy surf liable to interrupt at any time of year.
		Australian	1,500			
		Chilian	1,000			
		Patent fuel ...	.....			
Caldera, Chili..	Oct., 1883.	Australian ...	.....	1,000 to 14,000	$12.40, or less, governed by stock on hand.	By lighters; rapid; no interruption.
		Welsh	1,000			
		English	800			
		Chilian	1,800			
Coquimbo, Chili.	.....	Chilian	1,000	3,000	$10 00 to $12 40	By lighters, 70 to 100 per day; no interruption.
		English	1,800			
		Australian	800			
Valparaiso, Chili.	Mar., 1884.	Chilian	2,000 is the capacity of hulks.	2,000 (less.)	$6 00	By lighters; moderate; a norther would interfere.
		English.			8 00 to 15 00	
		Australian.				
		Welsh.				
Talcahuano, Chili.	Nov., 1883.	Chilian	200	.....	8 pesos of 1,000 kilos. Reembarked; extra for lighters.	By lighters; from June to August liable to interruption from winds.
Lota, Chili.....	1883.	Chilian	200,000	.....	$5 00	Small vessels at pier; by lighters and baskets; rapid, except with southwest winds.
Lebu, Chili....	1883.	Chilian	Mines ..	Mines ..	.....	Northers interrupt .....
Valdivia, Chili.	1883.	.....	.....	.....	.....	.....
Corral, Chili ...	1883.	.....	Small, not to be depended on.	.....	.....	.....
Cobija, Chili ...	.....	.....	.....	.....	.....	.....
Punta Arenas, Chili.	1884.	Welsh	.....	.....	$18 18	By lighters, 100 tons per day; or at hulk, 9 fathoms.
		Chilian	.....	.....	$12 00	

* Railroad company has deposit for locomotives.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	.....	Coal fields inland not worked.	Callao	None	None.
.....	.....	.....	Iquique.	.....	
None. At present Chilian Gov't has 2,500 tons Eng. coal.	Warehouses close to beach; coal easily shipped at the mole.	In south of Chili.	Caldera ..	None	Excellent shops.
None	¼ mile.....	In south of Chili.	Coquimbo.	None	One excellent shop.
British; 800 tons on hand.	¼ to ½ mile	In south of Chili.	Valparaiso	None	Railroad company's.
Chilian Government has Cardiff for its own use.	From hulk to anchorage.	At Lota, Coronel, and Lebu.	Coquimbo. Talcahuano.	2 floating docks; 302 by 65 by 40, draught 22; 265 by 60 by 30, draught 16; capacity 6,000 to 2,500.	Several; any kind of work can be done.
None	1 mile.....	600,000 tons annually.	Lota	None	Railroad shops at Conception.
None	From mines by rail to pier, ¼ to ½ mile; ½ mile to ship.	Very extensive.	Talcahuano.	None	Boat repair shop; iron shops for ordinary work on steamers.
.....	.....	Extensive.	Lota	.....	
.....	.....	.....	Corral	.....	Boiler-shops.
.....	.....	At Lota and Caronel.	Lota	.....	
.....	.....	.....	Lebu	.....	
.....	.....	.....	.....	.....	

No. 1.—*Exhibit of coal to be had at the following Pacific Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Honolulu, Hawaiian Isl'ds.	Oct., 1883.	Anthracite ... Australian	3 500	2,000	$14 79 $8 00 to 10 00 Delivery, 75c. to 80c.	At wharf or lighter; inside bar; no interruption; outside southerly winds in November and December.
Hilo, H. I.....	Feb., 1883.	Anthracite ... Bituminous.	Small ...	Small ...	$9 00	.....
Lahaina, H. I ..	.....	None	.....	.....	.....	.....
Tahiti, Society Islands.*	Oct. 1883.	Australian .... Welsh	2,000 300	2,000	$11 50 15 00 Delivery 50 cts. per ton.	At pier or by lighters ... 75 tons per day .....
Apia, Pago-Pago, Samoa Islands.†	Oct., 1883.	None ..... Anthracite ...	None ... 1,000	None ... 1,000	.....	..... By lighters.....
Levuka, Fiji Islands.	Oct., 1883.	.....	None ...	Occasionally br'gt in Eng'sh vessels as ballast.	$9 60 when for sale. Native labor 48 cents per day.	By small boats; slow; no interruption.
Suva, Fiji Isl'ds	1884.	Australian	.....	.....	$9 70 (contract).	Alongside hulk; rapid; occasional cyclones from Dec. to March.
Noumea, New Caledonia.	1884.	.....	.....	.....	.....	Cyclones in January and February.
Russell, New Zealand.	Nov., 1883.	New Zealand . Australian	500	500	$4 20 7 20 Delivery and stowing 18 to 24 cts. per ton.	By lighters. Best facilities here in New Zealand; 100 tons per day; no interruption.
Whangarei, New Zealand.	Nov., 1883.	New Zealand . Australian	500	500	$4 20 7 20 Delivery and stowing 18 to 24 cents.	By lighters; slow: no interruption.
Auckland, New Zealand.†	Nov., 1883.	New Zealand . Australian	1,000 500	1,500	$4 20 7 20 Delivery and stowing 18 to 24 cts. per ton.	By lighters; rapid; baskets of 150 lbs.; small vessels coal from chute; no interruption.
Wellington, New Zealand.	Nov., 1883.	New Zealand . Australian ..	1,000 500	1,600	$4 20 7 20 Delivery and stowing 18 to 24 cts. per ton.	By lighters; moderately fast; no interruption.

* Welsh, in private hands; Australian all in Government hands.
† United States coal worthless from exposure.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
U. S. Gov't 400 to 1,000 at present, 446 anthracite.	100 feet to 100 yards.	None	San Francisco.	One dry-dock for vessels of 1,800 tons.	One.
.....	.....	.....	Honolulu .	None	None.
.....	.....	.....	....do	.....	
French ..... 2,000 tons Australian.	½ mile.....	None	Pago-Pago	None	None.
.....	.....	.....	Fiji Isl'ds.	None	None.
U. S. Gov't 400 on hand; at Salnafata, German station; no coal at present.	300 to 400 yards	None	....do	None	None.
None; at Suva contractor has 100 tons for British vessels.	Can anchor 100 fathoms from pier.	None	Russell, New Zealand.	None	None.
.....	.....	.....	....do	.....	
French Gov't. depot.	.....	.....	....do	.....	
None	.....	Extensive; quality good.	Whangarei	None	Several large works.
None	.....	Extensive; quality good.	Russell, New Zealand.	None	Several large works.
French Gov't has 3,000 to 5,000 tons at New Caledonia.	.....	Extensive; 65 miles inland by rail; good quality.	Whangarei	2 dry-docks (1 dry-dock building) 300 by 46 by 15 (water-sill), 500 by 81 by 33 (building).	Several large works.
None	.....	Extensive; quality good.	Lyttleton	None	Several large works.

‡ At Westport, 250 tons; at Picton, 200 tons; accessible to small boats only.

No. 1.—*Exhibit of coal to be had at the following Pacific Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Lyttleton, New Zealand.	Nov., 1883.	New Zealand . Australian....	1,200 600	1,800	$4 20 $7 20 Delivery and stowing, 18 to 24 cts. per ton.	By lighters and baskets; not very rapid; no interruption.
Dunedin, New Zealand.	Nov., 1883.	New Zealand . Australian....	1,250 650	1,900	$4 20 $7 20 Delivery and stowing, 18 to 24 cts. per ton.	By lighters and baskets; not very rapid; no interruption.
Brisbane, Australia.	.....	Australian ...	Demand equals supply.	Mined accord'g to demand.	$3 12 Lighterage to the bay, $1.32.	Less 16 feet draught; goup river to city, and coal from points owned by collieries; more than 16 feet; coal in bay.
Newcastle, New South Wales, Australia.	.....	Australian....	Very large number.	1,500,000 exported annually.	$2.64; stowing, 25 c. per ton.	By powerful hydraulic cranes, in any weather; coal brought to pier in cars of 10 tons each.
Sydney, New South Wales, Australia.	.....	Australian....	Unlimited.	Very large number.	$3.60, delivered on board.	By large steam colliers, in any weather.
Melbourne, Australia.	.....	Australian....	12,500	10,000	$5.28, on the pier; $5.52, on board.	From hulks or steam colliers; rapid; no interruption.
Hobart Town (Australia), Tasmania.	Nov., 1883.	Australian....	500	1,000 to 1,500.	$7.20, to be reduced to $6, and kept in hulk of 1,000 tons.	By lighters; hulk to be at anchorage.
Adelaide, S. Australia.	Dec., 1883.	Australian....	8,000	.....	$7.68; at Semaphore anchorage, $8.88.	From hulks; rapid; at Semaphore anchorage delay possible in winter months.
Albany, West Australia.	Jan., 1884.	Australian....	1,800	1,200	$10.20; stowing, 60 c. per ton.	From hulks; rapid; no interruption.

No. 1.—*Exhibit of coal to be had at the following Asiatic Station*

Hakodate, Japan.	.....	Welsh, Australian, Takasima.	.....	.....	$15 00	By lighters; rapid .....
Yokohama, Japan.	1884.	Welsh, Takasima, patent fuel.	2,000 to 3,000.	2,500	.....	By lighters; rapid .....

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	.....	Quite extensive and of good quality.	Wellingt'n, Dunedin.	1 dry-dock, 450 by 62 by 23	Several large works.
None	.....	Quite extensive and of good quality.	Lyttleton .	1 dry-dock, 328 by 50 by 19, at Port Chalmers.	Several large works.
None	.....	Several mines capable of large expansion.	Newcastle.	1 dry-dock; draught of 15 feet at neap tides; draught of 17 feet at spring tides; 315 feet long. Gov't to extend it to 450 feet in length.	Three.
.....	Railroad cars come alongside on wharf.	Extensive; 1,750,000 annually.	Sydney, Melbourne.	1 patent slip for vessels of 1,500 tons register.	Several; large repairs usually done at Sydney.
None	½ mile.....	Extensive	Newcastle.	Several large dry-docks; largest has capacity of 5,000; 409 by 68 by 19 (water-sill); 400 by 58 by 20′.6″ (water-sill).	Several.
None	Coal hulks in vicinity of anchorage.	Limited ...	Sydney ...	3 dry-docks; largest, Alfred Graving dock; 459 by 55½ to 97, by 24½; 450 by 80 by 27. H. W.	Yes.
None	Now 100 to 200 yards from water's edge.	Limited; poor quality; good, inland, too remote for working at present.	Melbourne.	Several hydraulic slips; 1 capable of taking 1,000 tons gross measurement.	For small repairs.
None	In hulks.....	None.....	Melbourne.	Slip for vessels of 1,500..	Several, besides Governm't works.
None	In hulks.....	.....	Adelaide ..	None	None.

ports, together with the usual supply on hand, cost, &c.*

.....	.....	.....	Yokohama.		
Japanese	.....	At Takasima.	Kobe	At Yokosuka 2, and one building.	At Yokosuka; extensive.

* Number of Asiatic Station ports, 42.

No. 1.—*Exhibit of coal to be had at the following Asiatic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Yokosuka, Yeddo Bay.	Dec., 1882.	None	None	None		
Hiogo, Japan	Nov., 1883.	Anthracite Takasima Karatzu Shimagawa Miike	450 2,000 750 450 800	2,500	$12 50 6 00 5 75 $5, delivered and stowed.	By 15-ton lighters; rapid; typhoon interrupts in August, September, and October.
Nagasaki, Japan.	1884.	Welsh, patent fuel, Takasima.		2,500		With lighters; rapid
Tientsin, China.	Oct., 1883.	Chinese Japanese	1,100 2,938	2,500	$6 30 to $7 56 6 30 to 8 82, delivered. (Highest figure is retail price.)	From wharf near coal-yard; by baskets; no interruption.
New Chwang, China.	July, 1884.	Native, hard Native, soft Japanese Keelung	130 20 100 30	100	$6 to $13; delivery, 50 c. p. ton; stowing, 20 c. p. ton.	By lighters ill-fitted for the service; slow; liable to interruption from high winds in March, April, October, and November.
Chefoo, China	Nov., 1883.	Cardiff Australian Japanese	1,000 to 1,500	3,000 to 4,000	$14 00 12 00 8 00	By lighters; tolerably rapid; in winter winds interrupt.
Shanghai, China		Cardiff Australian Japanese Formosa	1,000 15,000 30,000 2,000	40,000	15 00 9 00 5 00 to 8 00 5 00 Subject to 25 p. ct. variation.	By lighters; rapid; no interruption.
Ichang, China		Chinese		Very small.	For mining $6, with expense of keeping added.	With coolies and baskets; very rapid; no interruption except from heavy rain.
Hankow, China.	Oct., 1883.	Anthracite, bituminous (none fit for st'rs' use, no market).	Small	Small	$6 25 Less delivery, $2.75 p. ton; at the mines, $1 to $2.	With coolies and baskets; very rapid; no interruption except from heavy rain.
Kiu-Kiang, China.		None	None	None		
Chin-Kiang, China.	Oct., 1883.	Bituminous Anthracite	10,000 2,000	3,000	$7 00 8 00 Delivery and stowing, 10c. p. ton.	By lighter; very rapid; NE. gales in winter liable to interrupt.
Ningpo, China	Nov., 1883.	Formosa Australian	1,100 300	1,000	$7 00 to $9 00 11 00 Delivery and stowing, 20c. p. ton.	By sampans; 50 tons in bunkers in 3 hours; liable to interruption in August and September from typhoons.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
.....	.....	.....	Yokohama.	2 dry-docks; 3 building slips; 377 by 82 by 23; 288 by 40 by 17½; 475 by 95 by 32¾ (building).	Excellent.
British; 1,000 tons Takasima.	¼ to ½ mile	None.....	Nagasaki, Yokohama.	One; also one at Osaka; 250 by 50 by 11. River bar shallow.	Large ship-building yards.
Japanese	.....	Takasima.	Kobe, Shanghai.	1 dry-dock; 1 marine railway, 460 by 33 by 34; largest capacity, draught, 17′ to 30′.	Excellent.
None	100 to 500 yards.	Chinese Gov. mine 60 miles N. E. of Tientsin; 200 tons daily average.	Chefoo....	1 dry-dock at Taku, mouth of Peiho River, 340 by 40 by 13.	All kinds at Government docks at Taku.
Chinese, at Tooshun-ko-oo; Japanese.	50 yards from anchorage of a gunboat.	To small extent.	Chefoo....	None	None.
None	100 yds. from pile to lighter, thence ½ to 3 miles.	None.....	Shanghai, Tientsin (in winter closed by ice).	None	None.
None	100 to 600 yds..	None.....	Nagasaki, Japan.	4 dry-docks: Boyd & Co., 450 by 80 by 18 to 22; F. & Co., 345 by 70 by 10; Pootung, 380 by 70 by 16; F. & Co., 380 by 57 by 17.	Several large works. Now building steamers 275 feet long.
None	Few rods.....	Limited to native use.	Shauze (88 miles).	None	None.
None	From a few rods to ½ m.	At Yunau not ext'sive. Trip to mines and back 30 to 60 days.	Shanghai, Shauze.	None	None.
None	.....	On Poyang Lake soft coal. Intermittently carried on.	Hankow ..	None	None.
None	⅛ mile	None.....	Wuhu (100 miles up the river).	None	None.
None	¼ mile	None (nearest at Hang-Chow).	Shanghai..	None	None.

No. 1.—*Exhibit of coal to be had at the following Asiatic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Foochow, China	Oct., 1883.	Australian... Welsh..... Formosan.....	300 300 Variable.	500	$11 00 to $12 00 16 00 8 00 Storing 10c. p. ton.	By lighters; rarely interrupted only in typhoon season; steam launch available.
Amoy, China ..	Oct., 1883.	Cardiff..... Australian... Formosan.....	50 1,200 300	1,700	$14 00 10 00 7 00 Delivered.	By lighters; tolerably rapid; no interruption.
Swatow, China.	Oct., 1883.	.....	Small...	.....	.....	.....
Keelung, Tamsui, †Formosa.	Nov., 1883.	Formosan..... Levan Levan.. Obt'd at Tamsui in lim'd quantities.	Unknown	3,000	$4, large; nut coal, $2.50 to $3 at the mine.	By small boats; 5 to 15 tons; depends on weather.
Hong-Kong, China (Br.).	Oct., 1883.	Cardiff..... Australian.... Japanese .... Chinese.....	17,000 5,000 6,000 800	50,000	$10 50 7 00 6 00 ..... Delivery and stowing 35c. p. ton (Mex.).	By lighters 500 tons daily; rarely interrupted and then by high winds.
Canton, China .	Oct., 1883.	Small	.....	.....	.....	.....
Hoikow, Hainan.	.....	.....	.....	.....	.....	.....
Saigon, Cochin China. †	1884	.....	.....	.....	.....	.....
Manila, Philippine Islands (Spain).	Oct., 1883.	Australian.... Cardiff.....	3,000 2,000	35,000 Consumed an'ly.	$7 00 9 00 Lighterage, &c., less $1 p. ton.	Hurricanes from August to November.
Bangkok, Siam	Oct., 1883.	Welsh ..... Scotch	500 700	800	$13.50 off city; at outer anchorage, $22.	At the wharf or by lighters.
Singapore, Malacca.	Oct., 1883.	Welsh ..... English..... Australian.... Borneo..... Japanese.....	85,878 6,580 2,500 500 2,000	125,000	$10 25 9 50 8 00 6 00 At wharf; stowing 5 to 15 cents per ton; $1 per day to trimmers; lighterage 40 to 75 cents.	At wharf with baskets; by lighters in roads; rapid at wharf; moderately fast at anchorage; liable to interruption in bay.

* Formosan coal in hands of Chinese.

† At Tamsui no regular trade; coal must be contracted for in advance—a two weeks notice.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
Chinese 3,000 to 4,000. Formosa coal in arsenal.	⅛ mile.....	Keelung, Formosa.	Amoy	1 dry-dock at Pagoda anchorage, 380 by 40 to 80 by 50; water on sill, neap, 13 feet; water on sill, spring, 17 feet.	In connection with docks, and at imperial arsenal.
None	½ to 1 mile.....	None.....	Tamsui, Keelung.	1 dry-dock 300 by —; 2 small docks for coasters	Ordinary repairs at dry-dock.
.....	.....	.....	Amoy, Hong Kong.		
A Govt. colliery 6 miles east of Keelung (collapsing).	Short.....	Carried on to extent of demand. 30,000 to 50,000 tons.	Foochow ..	None	None.
British. Deposit small.	¼ to ⅓ mile.....	None	Amoy, Foochow, Manilla.	5 dry-docks; 1 slip, 500 by —.	Ample.
Chinese G'vt. has small deposits for its own use.	.....	.....	Hong-Kong	5 dry-docks (not in repair) 550 by—.	Not in working order.
.....	.....	.....	Hong-Kong		
.....	.....	.....	Manila, Bangkok.		
Spanish 6,000 to 7,000. Cardiff, and Australian.	1 mile	None at present. Coal on is'd Cel'n very poor.	Hong-Kong	None	Govt. shop for small repairs.
Siamese 500 tons.	In river, a few feet; at outer anchorage 30 miles.	None.....	Singapore.	1 dry-dock 300 by 100 by 12 to 13 feet on sill at spring tide.	Good shop connected with dry-dock.
British, on island Rulo Brane, 2,000 tons.	At wharf, 40 to 45 yards; in roads more than 1 mile.	At Sadung, Borneo, or Bruni river, Labuan Island; good coal.	Penang, Batavia.	Five dry-docks; granite, 450 by 65 by 20; concrete, 470 by 60 by 21; granite, 444 by 55 by 19; clay, wood, and stone, 416 by 42½ by 14½; 330 by 50 by 17.	Several; all kinds of repairs; shears for lifting 40 tons; also steam hammers.

‡ Can be obtained.

No. 1.—*Exhibit of coal to be had at the following Asiatic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Batavia, Java..	Oct., 1883.	Cardiff.....	Very lrg.	13,000	$5 00	Liable to interruption in wet season from Nov. to Mar.; rapid.
		West Hartley.	.....	.....	$4 40 to $5 60	
		North Country	.....	.....	.....	
		Australian...	.....	.....	$3 40 to $4 20	
		Scotch splint..	.....	.....	.....	
					Delivery and stowing 60c.	
Padang, Sumatra.	Oct., 1883.	Cardiff.....	700	3,000	No market price; delivery 48c.	At wharf, or by lighters; slow; liable to interruption from winds from Oct. to March.
		Australian....	2,000			
Penang, Malacca.	Oct., 1883.	Welsh	3,500	2,000	$11 50	By lighters and bags; rapid; liable to interruption by strong winds or tides.
		English	800		11 00 (Mex.) in the bunkers.	
Labuan Isl'd, northwest coast of Borneo.	1884.	Native.....	.....	.....	.....	At pier.....
Bassein, Burmah, India.	.....	Cardiff.....	600	5,000 to 6,000.	$9 20 to $10 50	By lighters; fair; no interruption.
		Newcastle	1,700		$7 36 to $8 28	
		Scotch	2,300		On board. Stowing 46 cents per ton.	
		Australian....	1,660			
Rangoon, India.	Oct., 1883.	Cardiff.....	2,500	.....	$8 20	Coolies with baskets; tolerably rapid; no interruption.
		English	.....	3,000		
		Scotch.				
		Australian.				
Moulmein, British Burmah.	.....	.....	.....	.....	.....	.....
Akyab, India ..	Oct., 1883.	Scotch	600	500	$9 66	By lighters; slow; liable to interruption from Apr. to Oct.
		Welsh	600		Stowing $1.	
		English.				
Chittagong, India. †	Oct., 1883.	.....	.....	200 to 300	$11 50	Slow; no interruption...
					Delivery and stowing 24 cts. per ton.	
Calcutta, India.	Oct., 1883.	Native.....	1,000	.....	$3 60 to $4.60	By boats; rapid; liable to interruption in May and October.
		Welsh	4,000	25,000	$9 30	
		Australian....	400	.....	$4 60 to $5 50	
Madras, India .	Nov., 1883.	Australian...	370	.....	$9 66	In bags; rapid; liable to interruption in May and from October to December.
		Welsh	.....	1,000	$10 12	
					Delivery and stowing 82c. per ton.	

* Coal owned by Netherland Steamship Company (India).

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
Dutch, on Ounest Island.	One hour's tow.	None; on Borneo, poor quality.	Singapore.	One dry-dock, government; at Ounest; large enough for any vessel; two dry-docks, private, 160 by—, 200 by—.	At Ounest; also two private shops.
Dutch;* English, 1,450; Borneo, 350.	If at wharf, 100 yards.	None; rich deposits.	Batavia...	None	None.
None	Two sheds on Penang Island, 2 miles from anchorage; one shed at dock 4 miles.	None	Singapore.	One dry dock, 250 by 50 by 12 low water (at mouth of Prye River, opposite Penang Isl'd).	Shops at dock-yard; limited work at shop at Penang.
2,000 to 3,000	.....	On island; 1,500 tons output.	Singapore.		
None; Gov't contractors at Rangoon have branches at four leading ports of Burmah.	Coal pile near river bank; by coolies to lighters, thence to ship; ½ to 1½ mile.	None	Rangoon..	None	For small repairs.
Indian; Cardiff, 1,500; English, 700.	1 mile	None	Akyab. Bassein, Moulmein (small quantity), Calcutta.	None	Yes.
.....	.....	.....	Rangoon.		
None	¼ mile.....	None	Chittagong, Calcutta, Rangoon.	None	None.
None	.....	None	Calcutta..	None	None.
British, at Trincomalee. Welsh on hand.	½ to ¾ mile	In Bengal 1,000,000 output.	Point de Galle.	4 dry-docks: 350 by — by 17 draft, 200 by — by 13, 220 by — by 13, 260 by — by 13.	Five.
None	750 yards	None	Galle, Colombo.	None	For simple repairs.

† Very little coal, and that for private use.

No. 1.—*Exhibit of coal to be had at the following Asiatic Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Negapatum, India.	July, 1883.	Welsh	*5, 000	.....	High	Very poor .....
Jaffna, island of Ceylon.						
Trincomalee, Ceylon.	July, 1883.	Welsh ..... North Country Patent fuel ...	Small ...	.....	.....	By lighters. Rapid .....
Point de Galle, Ceylon.	Sept., 1883.	Cardiff ..... Australian .... English	15, 000 2, 000	20, 000	$9.12 to $9.36, stowed in bunkers.	By lighters from the beach in bags. Rapid.
Colombo, Ceylon.	.....	Welsh ..... Australian .... English	250, 000 50, 000 Small ...	300, 000	$11.50, stowed in bunkers.	By lighters in bags. Rapid. No interruption.
Bombay, India.	Oct., 1883.	Cardiff ..... W. Hartley ...	10, 000	45, 000	$8.40; $7.80; stowed in bunkers.	By lighters. Rapid. Liable to interruption from May to November.

* For use of railroad.

No. 1.—*Exhibit of coal to be had at the following European*

Sligo, Ireland.						
Belfast, Ireland	.....	.....	.....	.....	.....	.....
Dublin, Ireland	.....	.....	.....	.....	.....	.....
Queenstown, Ireland.	Sept., 1883.	Welsh	1, 200	1, 200	$5.28 to $6, in bunkers.	By lighters and baskets. Smooth water in sheltered part of harbor always.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
.....	.....	.....	Madras ...		
Imperial	.....	.....	.....	None	None.
At Trincomalie.	¼ to one mile from anchorage to b ach.	None	Colombo ..	None	For slight repairs.
None ..... The M. M. Co. has 6,000, the Anstro-Hungarian Lloyd's 2,000 tons.	Coal-sheds on beach, 500 to 1,000 yards.	None	Point de Galle.	None (1 contemplated) ..	None.
.....	½ mile	None	.....	8 dry-docks: 490 by 66 by 21 to 14 draught.	Several. Richardson & Cruddar, Br. India S. N. Co., Camac Iron Works, Bowick & Stephens.

Station ports, together with the usual supply on hand, cost, &c.*

.....	.....	.....	.....	3 dry-docks; 1 pat. slip, 1,000 tons. (1) 460 by 60 by 16½. (2) 250 by 34½ by 11½. (3) 220 by 29 by 9. Length in blocks given.	
.....	.....	.....	.....	3 dry-docks; 1 gridiron dock; 2 Ringsurd Dock Co.; 1 north wall dry-dock, 412 by 76 by 17. Others less than 118 feet in length.	
British; on island in harbor; several thousand tons.	1 mile	None	Milford, Wales.	At Passage West, 2 miles up river Lee, 2 dry-docks, 360 by 21 by —; 223 by — by 17 (double). At Ruchbrook, 1 mile distant, 1 dry-dock, 480 by — by 15½.	Several. Heavy work, like shafting, not done.

*Number of European Station ports, —.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Waterford, Ireland.	Sept., 1883.	Welsh ..... Cardiff.....	(Small) .	.....	$4.80 in bunkers.	Alongside wharf-boats; 100 tons per day, in bags.
Cork, Ireland ..	Sept., 1883.	Welsh	2,000	2,000	$5.28 to $6.00 in bunkers.	At wharf; by carts and baskets.†
Greenock, Scotland.	Sept., 1883.	Welsh	400	....	$5 52	Alongside wharves; saves lighterage and incur harbor dues. By hand-baskets; 40 tons per hour; no interruption.
		Roughrigg....	500	.....	2 52	
		Longrigg	500	3,000	2 52	
		Glasgow	500	.....	2 28	
		Merryton ... }	1,000	.....	{ 2 40	
		Femilgare .. }			{ 2 40	
		Wishaw	800	.....	2 16	
					Lighterage, 36 cts. per ton; stowing, 36 cts. per ton.	
Liverpool, England.	.....	.....	.....	.....	.....	.....
Holyhead, Wales.	.....	.....	.....	.....	.....	.....
Llanelly, Wales.	Sept., 1883.	Anthracite ...	2,500	100 to 200 tons daily received from collieries and shipped.	$2 40	Rapid; no interruption.
		Bituminous...	2,500		2 46	
Milford Haven, Wales.	Sept., 1883.	Welsh	200	400 in spring when "Kinsale" steamers run.	$4.32 on board.	By lighters; put on board in wheelbarrows; rapid; no interruption.

* Welsh; for use of Bristol and Liverpool steamers. Cardiff through and through coal.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	⅛ mile	Anthracite, 30 miles inland; used for kilns.	Queenstown.	None	One small shop. *
None	1 mile	None	Milford, Wales.	3 dry-docks; 1 pat. slip, 2,000 to 3,000 tons. 480 by 59 by 17. 400 by 815 by 23. 200 by 60 by —. Length over all given.	
None	Coal kept in wagons, and run alongside ships or lighters. Anchorage 1 mile from wharf.	To a large extent, 20 miles distant.	Androsen, to seaward.	5 dry-docks: 223 9 by 33.11 by 9.9. 360.7 by 38 by 11.1. 635 by 60.6 by 20. 238 by 45 by 13. 360 by 45 by 13.6.	Repairs can be made quickly and cheaply.
.....	.....	.....	.....	23 dry-docks: *On O.A. blocks. Br'dth. H.W. depth.* 588 501 by 100 by 25¼ 395 — by 80 by 24½ 565 540 by 60 by 21½ 565 540 by 70 by 21½ 565 540 by 60 by 21½ 565 540 by 70 by 21½ 565 540 by 45 by 21½ 565 540 by 45 by 21½ 451 405 by 45 by 21 ..... 289 by 45 by 18½ ..... 454 by 45 by 21 ..... 286 by 32⅝ by 18½ 313½ — by 25½ by 20½ 436 — by 35¾ by 18 482 — by 35¾ by 18 465 — by 42 by 19⅔ 467 — by 70 by 21½ 460 438 by 42 by 20½ 462 435 by 42 by 20½ 758½ — by 60 by 22 753 — by 60 by 22 509 — by 26 by 18 7/12 ..... 277 by 45 by —	
.....	.....	.....	.....	1 gridiron dry-dock, 350 over all, by 35 on blocks by 15 H. W. 1 dry-dock, 307 over all, by 62 of entrance by 15 H. W.	
None	50 yards	Extensive.	Burryport.	None; a patent slip	Several.
British contractors.	Always in lighters, being tipped from railroad cars.	At Hook and Saundersfort, Pembrokeshire.	Swansea..	2 dry-docks, 250 by 48 by 12. Others constructing: 710 by 96 by —. 290 by 46 by 36.	Two.

† Queenstown is a better place for coaling.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Swansea,* Wales.	Sept., 1883.	Welsh	Shipped as fast as received from collieries.	2,000,000 tons shipped.	$2.76 f. o. b.; stowing, $1.50 for 10 tons; double-decked ships, $1.80 for 10 tons.	Rapid; not liable to interruption.
Cardiff, Wales..	Sept., 1883.	Cardiff..... Anthracite ..	Unlimited.	5,800,000 shipped in 1882.	$2.52 to $2.64; stowing, 1 deck, 11½ cts. per ton; 2 decks, 15½ cents per ton.	In docks; rapid; no interruption.
Bristol, England.	.....	.....	.....	.....	.....	.....
Scilly Islands, Great Britain.	Sept., 1883.	Welsh	3,000	350	$5.52 to $5.76 f. o. b.	Coal hulk in deep water; rapid; heavy gale interrupts.
Falmouth,† England.	Sept., 1883.	Welsh	2,000	1,800	$4.56 to $4.80 stowed in bunkers.	From hulk alongside; 10 to 30 tons an hour; exceptionally heavy weather in winter interrupts.
Plymouth, England.	.....	.....	.....	.....	.....	.....
Brixham, England.	Oct., 1883.	(For houses only).	700	600	$4 80	No facilities.....
Dartmouth, England.	Oct., 1883.	Welsh ..... English.....	4,000 (Hulks for 5,000).	(No difficulty in supplying all demands).	$4.20 on board; stowing 8 cts. per ton.	From bulks, towed alongside.
Weymouth, England.						

* Most important port of Bristol Channel. Harbor tolls of 3 cents per ton.

†On entering signal, Fox—C. W. T. L. Coal immediately P. J. Hulks will be towed out to meet vessel.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	Coal is sent off to steamer free; transport and shipping included in price.	Yes.....	Cardiff, Newport.	8 dry-docks: 186 } double. by 40 by 15–17. 170 } 176 by 60 by 18. 156 by 52 by 18. 400 by 46 by 13–22. 240 by 46 by 11–21. 170 by 38 by 7–14. 280 by 40 by 7–14. — by — by —. over all. of entrance. H.W.	First class.
None	Coal is bro't direct from collieries alongside steamers.	Very extensive.	Newport..	7 dry-docks and 1 building: 408 by 48 by —. 398 by 45 by —. 230 by 40 by —. 580 by 60 by —. 420 by 76 by —. 600 by 87 by —. 324 by 70 by —.	Numerous.
.....	.....	.....	.....	8 dry-docks: — by 60 by 13½. — by 42 by 14½. 375 by — by 14½. 145 by 34 by 12. 140 by 30 by 10½. 300 by 48 by 12½. 300 by 45 by 14. — by — by 14.	
None	From hulk alongside.	None	Falmouth.	None	None.
None	From hulks alongside.	None	Plymouth.	1 dry-dock: 350 by — by 14, O. S. T. 1 building: 500 by — by 22 O. S. T., to be finished November, 1883.	Yes; iron vessels built and repaired.
.....	.....	.....	.....	4 Government dry-docks. On blocks. Ent'ce. H. W. 263½ by 64 by 20¼ 209½ by 56¼ by 20 415½ by 73 by 31 266 by 65 by 28¼ 2 private dry-docks. 265 by 50 by 14½ 367 by 80 by 22 (Stone).	
None	½ to 2 miles ...	None	Dartmouth	None	None.
None	Alongside hulks.	None	Plymouth.	None	First class.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Southampton, England.	.....	.....	.....	.....	.....	.....
Portsmouth, England.	.....	.....	.....	.....	.....	.....
Dover, England.						
Hull, England..	.....	.....	.....	.....	.....	.....
Sunderland, England.	.....	.....	.....	.....	.....	.....
Leith, Scotland.	Oct., 1883.	Scotch	Not kept on hand. R. R. to collieries 15 miles. Large orders filled at short notice.	.....	$2.40 free on board. Stowing 12c. to 16c. per ton.	By hydraulic cranes; very rapid; no interruption.
Dundee, Scotland.	Sept., 1883.	Scotch..... English.....	Any quantity at short notice.	4,000	$2.25 to $2.75 $3.75 to $4 25. Stowing 25c. to 37c. per ton.	At docks by wagons ... By lighters; very rapid. In winter, in river, liable sometimes to interruption.
Kirkcaldy, Scotland.	.....	None	None ...	None ...	.....	.....

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
.....	.....	.....	.....	7 dry-docks (overall). On blocks. Ent'ce. H. W. 475 425 by 80 by 26 346 343 by 66 by 20 282 233 by 51 by 14 450 by 56 by 25 358 by 66 by 21 252 by 51 by 15 426 by 50 by 21	
....	.....	.....	.....	On blocks. Ent'ce. H. W. 228¼ by 92¾ by 26¾ 221½ by 89⅙ by 31⅔ 228¼ by 90⅚ by 32⅔ 206¼ by 84⅔ by 26⅙ 205 by 85½ by 25 190⅛ by 83¼ by 23⅔ 263 by 90 by 32 250 by 88 by 26½ 253⅓ by 80 by 21¾ — by 90 by 32 401½ by 90 by 32 415 by — by 32½ 416 by — by 33 1 corporation dry-dock. 345 by 50 by 17	
.....	.....	.....	.....	Of docks. 118 by 30½ by 15 216 by 48 by 15 236 by 41½ by 17 163 by 33½ by 13 121 by 39 by 12 136 by 37 by 13 On blocks. Ent'ce. H. W. 460 by 50 by 26⅓ Stone. 500 by 60 by 19½ 550 by 65 by 21½	
.....	.....	.....	.....	12 dry-docks, 2 floating docks; 400 by 45 by 16½ is the largest.	
None	10 to 25 miles to collieries Railroad.	Very extensive.	Burntisland.	3 dry-docks. 380 by 70 by 22. 300 by 40 by 20. 260 by 34 by 17.	Several large shipbuilding and repair shops.
None	Coal brought direct from mines.	None; 40 miles distant; yield 6,000 tons per day.	Burntisland.	1 new dry-dock ..... 500 by 51 by 20, H. W. 1 old dry-dock. 256 by 39 by 15, H. W. 1 new small slip.	3 large works.
None	.....	.....	Burntisland.		

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Burntisland, Scotland.*	.....	Scotch.....	60,000...	100,000 to 150,000.	$2.16. Stowing 16c. per ton.	Chute and hydraulic lift. Very rapid. No interruption.
Newport, Scotland.	..... Sept., 1883.	Semi-bituminous.	None on hand. Shipped as rec'd.	.....	$2.52 to $2.64 free on board. Stowing extra.	Very rapid. Liable to interruption very rarely from heavy snow.
Aberdeen, Scotland.	Sept., 1883.	Lampton ... Hilton ..... Warkworth Hawthorne .	1,500....	1,500....	$2.50 to $3.50 unscreened, including stowage.	Rapid. Alongside by whips. Outside docks liable to be interrupted.
Bergen, Norway.	Jan., 1884.	English..... Scotch. Welsh	8,000.... 4,000....	10,000..	$4.20..... $5.16..... 18c. per ton stowing.	Rapid. No interruption
Stavanger, Norway.	Jan., 1884.	English..... Scotch	2,000 to 3,000.	2,000....	$4.14..... $3.66 ..... Stowing 18c. per ton.	Slow. Harbor protected except against N. W.
Christiansand, Norway.	Sept., 1883.	Welsh ..... Scotch	3,700....	3,000....	$4.80 to $5.76..	In outer harbor. By lighters. Interruption rare.
Arendal, Norway.	Dec., 1883.	English..... Welsh	1,400	1,400	$4.32 at pile; $4.86 alongside; $5.40 in bunkers.	By lighters; 100 tons a day.
Horten	.....	.....	.....	.....	.....	.....
Christiania, Norway.	Dec., 1883.	English..... Welsh	10,000	9,000	$4.32 in bunkers.	Easy and rapid; no interruption.
Gothenburg, Sweden.	Sept., 1883.	English..... Welsh	4,000 2,000	5,000	$3 to $4.50; stowing, 42 cents per ton.	With baskets or tubs; not rapid; seldom in the autumn by gales.
Malmo, Sweden	Sept., 1883.	English..... Scotch	12,300 2,500	9,000	$3.36 to $4.08; delivery and stowing, 62 cents per ton.	At wharves; in roads; by lighters; rapid; heavy gales sometimes interrupt.
Norrköping, Sweden.	Sept., 1883.	English..... Scotch	500 1,500	2,000	$4.86 in bunkers.	By lighters or at wharf; rapid; interrupted by ice from December to May.

* Small vessels may obtain coal at Leven, Wemyss, Methill,

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	From 8 to 25 miles.	2,000,000 annual output.	Leith	None	None.
None	By R. R. from mines to ship.	Very extensively and increasing.	Cardiff....	515 by 50 by 20 ..... 220 by 36 by —. 286 by 36 by —. Proposed new dock. 600 by 75 by —, divided by caisson. Slip with carriage, 500 ft. Gridiron dock, 600 ft. Depth of water, 39 ft.	Good for all repairs. Also iron shipbuilding.
None	.....	None	Montrose . Peterhead.	1 building	2 or 3 good works.
None on west coast.	Stores close to sea; only a few yards.	None	Stavanger	3 dry-docks ..... 256 by — by 16. 250 by — by 14. 1 patent slip (constructing).	2 large ship-building yards and shops; 2 small repair shops; 2 wooden-ship y'ds; 6 iron foundries.
None	Very short....	None	Bergen.... Christiansand.	2 dry-docks ..... 180 by —. 300 by —.	A machine shop, foundry and ship-yard. Another yard for wooden-ship building.
.....	50 to 100 yards to lighters, thence to anchorage.	.....	Mandel ... Arendal. (Access difficult.)	1 dry-dock ..... 312 by 43 by 18.	Small steamers built and repaired.
None	1 to 2 cables' length.	None ...	Grimstad .	None	For minor repairs.
.....	.....	.....	.....	1 Government dry-dock.	
None	1 mile.....	None	Gothenburg and Christiansand.	2 dry-docks, too small for war vessels.	2 large shops.
None	16½ ft. draught come close to wharves; 20 feet lie 4 miles off.	Small; 80 miles distant.	Elsinore ..	1 dry-dock for vessels of 3,000 tons or less.	Three.
None	At wharf 2,000 feet; in roads 2 miles.	Very limited; output consumed by railroads and factories.	Copenhagen.	1 dry-dock, 235 by — by 12½ feet.	Yes.
None	500 feet	None	Brevik....	1 dry-dock, 257 by 37.4 by 10.7.	For all kinds of repairs.

Dysart, Charlestown, Barrowstounness, and Grangemouth.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Stockholm, Sweden.*	Sept., 1883.	English	15,000	12,000	$4 80	By lighters; rapid; no interruption.
		Welsh	3,000		5 74	
					Delivery and stowing, 36 cents per ton.	
Gefle, Sweden..	Sept., 1883.	English.....	3,500	5,000	$3 to $4 in bunkers.	By 50 to 150 ton lighters; rarely interrupted; most in November and December.
		Welsh	1,500			
Söderhamn, Sweden.	Sept., 1883.	Anthracite ...	500	500	$4.80 in bunkers.	By lighters; no interruption.
Sundsvall, Sweden.	Sept., 1883.	English.....	800	2,500	$4.59 alongside; stowing 34 cents to 48 cents per ton.	By lift crane; on wharf or by lighter; rapid; no interruption except in autumn.
		Scotch	400			
Helsingfors, Russia.	Nov., 1883.	English.....	1,500	3,000	$6 24	No interruption .....
		Cardiff.....	2,000		6 96	
					In bunkers.	
Wiborg, Russia	Sept., 1883.	English	400	200	$5.76 in bunkers.	.....do .....
Cronstadt, Russia.	Jan., 1884.	English.....	2,000	12,000	$3 60	By lighters at rate of 10 tons per hour. In September and October storms interrupt in roads, but not in harbor.
		Scotch	.....		3 12	
		Welsh	.....		4 20	
					Stowing, 10 to 20 cts. per ton.	
Riga, Russia ...	.....	English	4,000	6,000	$1.08 to $1.32 in bunkers.	By carts or lighters; slow. Ice may interrupt in winter.
Königsberg, Germany.	Sept., 1883.	English	1,500	10,000	$3.84 to $4.44 Delivery and stowing, 48 cts. per ton.	From collier alongside. No interruption.
		Scotch	6,000			
Dantzic, Germany.†	Sept., 1883.	Scotch	3,000	3,000	$3 60	Of 21 feet draught, coal in port. Men-of-war coal in roads with lighters. North or NE. winds prevent lighters going out.
		Silesian	1,000		4 08	
					Delivery and stowing, 30 cts. per ton.	
Stettin, Germany.	Sept., 1883.	English.....	3,000	Any quantity.	$4 56	By lighters. Notice necessary; then rapid. Interrupted by ice in December, January, and February.
		Welsh	1,000		5 04	
		Silesian.....	Unlimited.		4 56	
					per 1,000 kilos, in bunkers.	

* At Carlskrona, naval station, 2 large Government docks.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
Swedish, 4,000 tons.	100 feet	None	Gefle and Norrköping.	1 Government dry-dock, 308′ 6″ by 59′ 7″ by 22′ 7″, at Beckholman; 2 dry-docks, 267′ 4″ by 57′ 7″ by 19′ 6″; 339′ by 37′ by 13′ 4″; 1 at South Oscarsbamn, 329′ by 41′ by 14′ 5″.	At navy-yard, and two large private works.
None	One-half to 2 miles.	None	Söderhamn	None	Two.
None	2 to 12 miles ..	None	Gefle	None	None; at Ljusne, 20 miles to southward.
None	Short	None	Gefle	None	One; also one at S und.
None	Short	None	Rival, Abo	1 dry-dock, 300 by 50 by 18.	In connection with dry-dock.
None	....	None	Cronstadt, Helsingfors.	None	One.
None	½ to 6 miles ...	None	Petersburg, Rival, Ballieport, Helsingfors, Hango.	2 dry-docks and numerous floating docks to take largest ships.	Yes.
None	Depots close to wharves; others at Mühlgraben and Boldera.	None	Windau, Libau.	Patent slip for vessels 200 feet long.	1. Also 1 at Boldera.
None	Piles close to water's edge.	None	Dantzic ..	None	For small repairs.
None	In roads; 2 miles.	None	Pillau	3 dry-docks; 1 floating dock.	A ship-building yard fully equipped for all work.
None	100 to 200 yds .	Extensive; 320 miles distant; best quality steaming coal.	Kiel, Dantzic.	1 floating iron dock, 210 by 47 by 14. Capacity, 1,500 tons weight of hull.	3; 1 for all repairs.

† Neufahrwasser is outer port of Dantzic. Stowing there is 36 cents per ton.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Rönne, Denmark.	Sept., 1883.	West Hartley. Yorkshire	1,000 1,000	7,000	$5 50 delivered.	Alongside bulkhead; 17 to 18 feet water; rapid.
Lubeck, Germany.	Sept., 1883.	West Hartley. German	3,000 Unlimited.	3,000	$4 56 4 32 in bunkers.	By lighters; rapid. Gales may interrupt.
Copenhagen, Denmark.	Sept., 1883.	English ..... Scotch ..... Welsh	14,000 2,000 2,800	20,000 in winter. 40,000	$4.28 to $4.56 5 36 Stowing, 71 to 98 cents per ton.	By 50 ton lighters; rapid. In outer roads northerly winds and sea may interrupt.
Elsinore, Denmark.	Sept., 1883.	Welsh ..... Newcastle .. W. Hartley . Scotch	2,000 7,000 6,000	4,500 13,000 11,000	$4 56 4 38 4 20 Stowed when vessel is in harbor.	At wharf from piles close by. In barrels by weight. Regulated by custom officials; 6⅔ barrels to the ton. Ice in January, February; rapid.
Kiel, Germany	Sept., 1883.	Welsh ..... Newcastle .... Scotch	2,000 2,000 3,000	100,000	$7 20 6 72 5 28 In bunkers when in roads.	By lighters; 200 to 500 tons daily, after notice. Ice may interrupt in January and February.
Cuxhaven, Germany.	Sept., 1883.	West Hartley.	400	500	$6 if vessel is in harbor. If in roads $6.72 to $6.96.	In harbor, with baskets; slow. In roads with lighters, and may be interrupted by storms in autumn.
Hamburg, Germany.	Sept., 1883.	W. Hartlepool. Sunderland. Cardiff.	600 to 700	700	$3.84 to $4.08 in bunkers; $5.28 to $5.76 at city. If below, $1.50 extra.	From lighters with baskets; rapid. In winter liable to be interrupted at times by floating ice.
Wilhelmshaven, Germ'y.*	Sept., 1883.	German (of Welsh quality).	1,000	1,000	$3.81 to $4 in port. Delivery 25 cts. to 50 cents per ton. In roads by lighter $1 to $1.25 per ton.	In roads by lighters, may be interrupted by storms and ice in January and February.
Brake, Germ'y.	Sept., 1883.	German ..... Scotch	400 300	800	$3.40 to $3.60; delivery and stowing 25 cts. to 50 cts. per ton.	Alongside wharf. Rapid, but liable to interruption from ice in December, January, and February.
Nordenhamm, Germany.	Sept., 1883.	German (same quality as Welsh). English	600 500	1,000	$3.40 to $3.65; delivery and stowing 25 cts. to 50 cts. per ton.	Alongside wharf. Rapid, but liable to interruption by ice in December, January, and February.

* The navigation of river Sade very intricate. Government pilots between Borkum

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	Short	None	Copenhagen.	None	1 large work.
None	10 miles.....	None	Wismar ..	1 dry-dock, 220 by 46 by —.	Three.
None	¼ to ½ mile for inner roads for draught of 23 feet; 2 to 3 miles for outer harbor.	None	Elsinore ..	1 Government dry-dock, 280 by — by —; 1 private dry-dock, 240 by — by —; 3 private and 1 Government slip. Capacity, 3,500 tons.	Ship-building and engine works for all kinds of work.
None	At wharf, 60 feet. In roads, ¼ mile.	Near Helsingburg; not fit for steam coal.	Copenhagen.	1 dry-dock, 320 by 40 by 12; 1 patent slip. At Helsingburg, 1 dry-dock, 276 by — by —.	1 iron-ship building yard and shops. Repairs made to any extent.
German at dock-yard. Can be obtained by rail from interior (Westphalia).	10 to 15 minutes time.	None	Flensburg, Korsoer, Nyborg.	Dry-docks and wet docks at yard; 1 private dry-dock, 310 by 45 by —.	Several, and excellent.
None.....	Coal-yards near wharf.	None.....	Hamburg .	At Hamburg	None. At Hamburg.
None.....	Coal brought in colliers and unloaded into lighters.	None.....	Cuxhaven.	5 dry-docks..... 400 by 50 by —. 320 by 52 by —. 269 by 39 by —. 260 by 50 by —. 210 by 45 by —.	Several.
German (this data applies exclusively).	.....	.....	Brake.....	3 dry-docks; 2 for frigates and cruisers; 1 for heaviest vessels of 25 to 26 feet draught.	Large; belonging to Government.
None.....	100 to 200 yards	None. But coal from mines can be had to any quantity in 48 hours.	Nordenhamm.	1 dry-dock 300 by 38 by —	Of all kinds.
None.....	100 to 200 yds. 2 wharves.	None. But coal can be had from mines in 48 hours.	Bremerhaven.	None	Shops of all kinds.

and the Weser outer light-ship. Fees not so high as Weser and Elbe pilots.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Bremerhaven, Germany.*	Sept., 1883.	German ..... English	2,000 300	2,300	$3.81; delivery and stowage 24 cents per ton.	Alongside wharf, by wheelbarrows. No interruption.
Amsterdam, Holland.†	Sept., 1883.	Newcastle .... Yorkshire .... German	2,500 2,500 Larger amounts.	10,000	$4 20 3 70 $3.40 to $3.89 stowed.	At wharf, with baskets of 1½ cwt. At anchorage by lighters and baskets.
Rotterdam, Holland.	Oct., 1883.	German ..... English	8,000 7,000	12,000 to 15,000	$3.50 to $4 00 $4.50 to $4.80; delivery and stowing 25 cts. per ton.	At wharves and by lighters. Slow. Coal bagged. No interruption.
Flushing, Holland.	Oct., 1883.	German ..... English.....	600 900	{ 900 }	$3 50 to $4 00 4 50 to 4 80 Delivery and stowing, 25 cts. per ton in harbor; in roads, 60 cents per ton.	At wharves by bags; by lighters 200 tons per day; may be interrupted in roads from October to March.
Antwerp, Belgium.	.....	.....	.....	.....	.....	.....
Westend, Belgium.	.....	.....	.....	.....	.....	.....
Dunkirk, France.	Sept., 1883.	English..... French ..... Cardiff	500 500	{ Variable }	{ $4 00 $4 40 stowed. 5 60 stowed.	By lighters; ice may interfere in winter; in winter, freight 70 cts. per ton.
Calais, France .	Sept., 1883.	English..... French.	3,000	3,000	$4 40 Delivery and stowing, 40c. per ton.	Small lots from warehouses; large lots direct from collier in harbor; rapid; severe weather interferes.
Boulogne-sur-mer, France.‡	Sept., 1883.	.....	.....	.....	.....	.....
Dieppe, France.	Sept., 1883.	English..... { Scotch ..... } Welsh	8,000 16,000	300,000 per year.	$5 60 in bunkers.	.....
Havre, France.	Sept., 1883.	.....	.....	.....	.....	.....

* North German Lloyd steamers drawing 25 feet to 26 feet enter the port.

† This German coal is stated to be as good as Welsh. The German trans-Atlantic steamers and the German admiralty use it almost exclusively.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None.....	30 to 50 feet...	None; but coal can be had from mines in 48 hours.	Nordenhamm.	5 dry-docks.... ..... 400 by 60 by 20 (largest).	Shops of all kinds. An iron-ship building yard has all facilities.
None.....	Coal sheds close to wharves for steamers' use only (private). Railroad runs alongside wharves.	None; coal mines at Westphalia. Freight is 97 cts. to $1.21 per ton.	Any Dutch port.	9 floating-docks..... 400 by 62.7 by 16.7. 131.9 by 55 by 20.11 (2) 67.7 by 55 by 17.7 (2). Capacity 2,800 tons. 4 dry-docks. 213 by 62 by 19.9. 200 by 62 by 18.9. 164 by 62 by 18.9 (2) For draughts up to 13 ft.	Several.
A Dutch Gov't station at Hellevoetsluis.	1 to 1½ miles...	None.....	Schiedam, Delfshaven	2 dry-docks can be made one. 295 by 90 by 26. 157 by 90 by 26.	Excellent.
None	1 to 1½ miles...	None	Middleburg	1 dry-dock 243 by — by 13; 1 dry-dock at Middleburg for vessels of largest size.	Several; prepared for all kinds of repairs.
.....	.....	.....	.....	484.6 by 81.3 by 24.2.	
.....	.....	.....	.....	.....	
French; received from Pas de Calais for the Navy.	English coal piles at whar's; carts to ship.	Pas de Calais mines, 50 miles distant.	Calais, Antwerp.	None. (Building intended).	None. (Building intended).
None	Warehouses near harbor; cartage quick.	Extensive; 4,000,000 output; Pas de Calais.	Boulogne-sur-mer, Dunkirk.	None. (One to be built).	None; to be built in connection with Union dry-dock.
.....	.....	.....	.....	None	None.
.....	.....	.....	Havre, Boulogne-sur mer.§	None	None.
.....	.....	.....	.....	.....	Yes.

‡ Same facilities as at Dunkirk and Calais.
§ Havre is the nearest port with repair facilities.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Honfleur, France.	Sept., 1883.	Newcastle .... Cardiff. Scotch.	.....	2,000. 50,000 imported yearly.	$5.40 to $5.60; stowing, 40c per ton.	Slow; in port, no interruption; in bay, difficult and expensive.
Cherbourg, France.	.....	.....	.....	.....	.....	.....
Guernsey, British.	Oct., 1883.	Welsh ..... English.....	2,000 to 3,000.	28,000 consumed a year.	$5.28 to $6.00, including delivery.	Carried in bags on men's backs; slow; no interruption.
Jersey, British.	Oct., 1883.	Steam	500	2,000	$5.28; stowing 28c to 40c per ton.	By lighters or from wharf; slow; no interruption.
St. Malo, France	Sept., 1883.	Cardiff..... Swansea.... Newcastle..	40,000	30,000. 135,000 tons a year.	$4.00 to $6.00; stowing, 29c per ton.	Rapid; no interruption..
St. Nazaire, France.	Dec., 1883.	Welsh ..... Patent fuel...	2,500	2,500 500	$5.00 to $5.20..	Less than 27 feet alongside wharf; by baskets; no interruption.
Brest, France ..	.....	.....	.....	.....	.....	.....
Nantes, France*	.....	.....	.....	500,000 tons imported annually.	.....	.....
Lorient, France.†	.....	.....	.....	.....	.....	.....
La Rochelle, France.	Oct., 1883.	English..... Welsh ..... French (hard and soft).	2,500 2,500 2,500	2,000 to 3,000.	$4.80 to $5.00 on wharf; stowing, 30c per ton.	Rapid; no interruption other than failure to arrive of vessels from Wales; rarely occurs.
Bordeaux, France.						

* Coal and repairs can be had, but no data given in consular report. Average depth of river 14 feet.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	In harbor, 100 yards; at river mouth in bay, 10 miles.	None	Havre	None	For minor repairs.
.....	.....	.....	.....	8 Government granite dry-docks. *Over all.* *Entrance.* 246 by 58. 370 by 60. 370 by 60. 340 by 60. 340 by 60. 340 by 60. 350 by 65. 350 by 65. 5 wet docks.	
None	300 yards.....	None	Jersey	2 patent slips	None.
None	Short hauling distance.	None	Guernsey .	None	Small.
None	None	None	Cherbourg	None ..... (Building).	Only for slight repairs.
None	Coal is piled alongside quay.	None	La Rochelle.	3 dry-docks. 487 by 58 by 24. 364 by 81 by 24. 390 by 42 by 18.	Extensive; one of the depots of the Compagnie Trans-Atlantique.
.....	.....	.....	.....	4 Government stone dry-docks. *Over all.* *Entrance.* 210 by 56 by —. 210 by 56 by —. d'ble. { 500 by 60 by —. d'ble. { 500 by 60 by —.	
.....	.....	.....	St. Nazaire.		
.....	.....	.....	.....	.....	All works belong to the Government.
None	35 feet at most.	None	Bordeaux, St. Nazaire.	None ..... (New harbor under construction; contains one).	Several.

†Consul at Nantes reports that consular agent here is unable or unwilling to obtain information required.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
San Sebastian, Spain.						
Bilbao, Spain.						
Santander, Spain.	Aug., 1884.	None	None	None		
Gijon, Spain						
Ferrol, Spain	------	Cardiff English	2,000 1,000	4,000	$7.50 in the bunkers.	By lighters; 200 tons per day, except now and then in the winter.
Corunna, Spain.	Oct., 1883.	Cardiff English Spanish	3,000 2,000 500	4,500 ------	$6 75 6 00	By lighters; rapid; no interruption.
Vigo, Spain	Oct., 1883.	Cardiff English Spanish	3,000 1,000 500	2,500 ------	$7 in bunkers. $6 00	------do------
Oporto, Portugal.	Oct., 1883.	------	4,000			
Lisbon, Portugal.*	Oct., 1883.	Welsh Scotch English.	8,000 3,000	10,000	$5 28 $4 80 to 5 04 Delivery and stowing, 36 cents per ton.	By lighters and baskets; 25 to 30 tons per hour; rarely interrupted.
Setubal, Portugal.	Oct., 1883.	------	Small.			
Huelva, Spain	Sept., 1883.	Welsh	------	------	$6.27 to $6 51 Varies, with English market.	Generally at wharf, from tips and chutes; sometimes by lighters; rapid; at wharves, and not interrupted.
Cadiz, Spain†	Sept., 1883.	Cardiff English Spanish	7,000 Small.	6,500	$7 42	By lighters or at wharf; 150 to 200 tons in 12 hours; very severe weather in February and March may interrupt.

* There are no ports, so to speak, at Faro and Siries.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None		None	Gijon	None	None; go to Bilbao.
Spanish	600 to 1,000 feet.	None	Corunna	One Government dry-dock, 433 feet 1 inch by 82 feet by 42 feet 5 inches.	Government dock-yard.
None	100 to 120 yds	None	Ferrol	None	None.
None	500 yds	None	Corunna	None	None.
None (British contractor.)	One mile	None	Cadiz, Gibraltar, Vigo. Setubal.	One Government dry-dock, 318 feet 2 inches by 75 feet 5 inches by —. Some smaller private docks.	Several.
None	Short	None	Cadiz	None	Two (one extensive).
Spanish, at Carracas arsenal; 2,000 tons Cardiff and Spanish on hand.	Coal piles on wharves.	None	Gibraltar.	Three dry-docks at Carracas arsenal; one dry-dock and slip at Trocadero. Arsenal: 240′ by 55′ by 19′ 2″; 344′ by 72′ 2″ by 19′ 8″; 193′ 7″ by 49′ 2″ by 13′ 8″ 508′ by 63′ by 25′ 143′ by 50′, lifts 500 tons.	Several; facilities for heavy repairs, broken shaft or exploded cylinder.

† A force of trained divers.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Seville, Spain ..	Sept., 1883.	Cardiff.....	2,500 (Unlimited, on short notice.)	2,000	$7 42	At the wharf; no interruption except by extraordinary freshets.
		Scotch.....			6 61	
		Spanish.....			6 37	
					In bunkers.	
Algeciras, San Lucar, Spain.	Sept., 1883.	.....	None ...	None ...	.....	.....
Gibraltar	Sept., 1883.	Cardiff.....	25,000	20,000	$4 92	Steamers haul alongside hulks or colliers, or by lighters, 40 tons per hour. Liable to interruption from SW. gales, from Jan. to March.
		Newport.....				
		Newcastle	3,000		$4.80 f. o. b....	
		Hartlepool....			Stowing 4 cts. per ton; for lighters, 50c. to 60c. extra per ton.	
		Hull		In 1882 imported 418,000.		
Malaga, Spain .	Sept., 1883.	Newcastle	4,000	6,000	$7 00	By lighters, 600 to 700 tons in 10 hours. No interruption in harbor. In the roads SE. winds interrupt.
		Cardiff.....	1,000		$8 per 1,000 kilos in bunkers; stowing being 50c. p. ton.	
Adra Marbella, Almeria, Spain.	Sept., 1883.	.....	None ...	None ...	.....	.....
Carthagena, Spain.	.....	.....	.....	.....	.....	.....
Torrevieja, Spain.	Oct., 1883.	.....	None ...	None ...	.....	.....
Alicante, Spain*						
Denia, Spain ...	.....	.....	None ...	None ..	.....	.....
Grao of Valencia, Spain.	Oct., 1883.	English.....	1,000	2,200	$8 per 1,000 kilos.	By lighters and baskets, 80 to 100 tons per day.
		Cardiff.....	1,000		$7.80; stowing, 25c. p. ton.	
		Patent fuel ...	1,000			
Tarragona, Spain.	Oct., 1883.	Welsh	500	1,000	$7 to $9 per 1,000 kilos in bunkers.	By lighters and baskets, 100 tons daily. In winter much delay from winds.
		Scotch.....	500			
Barcelona, Spain.	Oct., 1883.	Welsh	8,000	25,000	$7 20	By lighters, 500 to 600 tons per day, in summer; in winter, 300 to 400. Feb. and March rarely, but may be interrupted by boisterous weather.
		English.....	6,000		6 72	
		Scotch.....	1,000		6 24	
					Stowing, 48c. per ton.	

* Always good supply.

ports, together with the usual supply on hand, cost, &c.—Continud.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of drydocks.	Machine shops at which steamers can repair.
None	Foreign coal on wharves and in city; Spanish brought from mines by railroad to wharves.	On a small scale at Villa Nueva del Rio; 47,000 output (inferior).	Cadiz	None	Extensive.
None	.....	None	Gibraltar, Seville.	None	None.
British at Admiralty dock-yard, 6,000 tons.	British vessels go alongside coal wharf. Coal by baskets and hired labor.	None	Cadiz, Carthagena, Malaga.	None	One shop on the north point outside gates of fort. Good facilities. Owned by English firm at Cadiz.
None	1 mile.....	None	Gibraltar.	None	None.
None	.....	None	.....	None	None.
.....	.....	.....	.....		
None	.....	None	Cartagena	None	None.
None	.....	None	Valencia, Alicante.	None	None.
None	200 to 800 y'ds.	None	Alicante ..	None	Several.
None	½ mile cartage, ½ mile lighterage.	None	Barcelona.	None	None.
None	700 yards	At San Juan de Albadesas about 100 tons daily (poor article).	Tarragona	None; 1 slip for vessels of 500 tons.	Two.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Port Mahon, Spain.	Oct., 1883.	Cardiff.....	500	500	$8.50 delivered.	By lighters; 200 tons daily.
Palma, Spain..	Oct., 1883.	Cardiff.....	1,500	1,500	$9.50. Stowing, 12 cents per ton.	At wharf for merchant steamers. For men-of-war, ½ mile lighterage. No interruption.
Cette, France*.	.....	French	1,000	200,000	$5 80	From warehouses or rail-road cars to lighters to ship. Bad weather prevents lighters going alongside.
		English.....	3,000	yearly	6 40	
		Patent fuel ...	.....	demand.	6 20	
Marseilles, France.†	Nov., 1883.	English.....	.....	Very large.	$5 00 to $7 00	.....
		Welsh	.....		7 00	
		French	.....	.....	3 40 to 4 40	
		Patent fuel. ..	.....	.....	6 80	
Toulon, France	.....	.....	.....	.....	.....	.....
Villefranche, France.	.....	Cardiff.....	.....	.....	$8 to $9; delivering and stowing 60 cts. to $1 per ton.	By lighters.....
Nice, France...	.....	.....	.....	.....	.....	.....
Cannes, France	.....	Forge.....	500	1,000 to 1,500.	.....	No facilities.
		Household....	500			
Monaco.....	.....	None	.....	.....	.....	No facilities.
Genoa, Italy‡ ..	Sept., 1883.	Cardiff, English, Scotch.	60,000	40,000	$6 to $7 in bunkers.	350 to 400 tons per day; no interruption.

* Large quantities can be brought from mines in 12 to 24 hours, but R. R. Co. allowed 6 days' delay.
† Total imported, 1882, 865,000. Total English imported, 1882, 281,000.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	½ mile lighterage.	None	Barcelona.	None	None.
None	½ mile	None	Mahon .... Barcelona.	None	None.
None	Very short ...	In dept. of Gard are Bessegés, Grand Combe, & Portes; also at Herault, mines of Graissessac, 100 miles.	Marseilles.	None	Several small ones.
.....	.....	Large.....	.....	4 dry-docks. 498. 6 by —- by 23. 561 by — by 19. 7. 295 by — by 19. 7. 295 by — by 19. 7. Two more building. 1 floating dock.	
.....	.....	.....	.....	7 Govt. stone dry-docks : *Over all. Top. H. W.* 440.8 by 94.6 by —. 440.8 by 94.6 by —. 336.7 by —— by —. 396.9 by —— by —. 545.8 by —— by —. 304.6 by 71.4 by —.	
French contractor 450 tons.	.....	None	.....	None	Good works at Nice.
None	No coal pile; coal put in lighters on arrival.	None	Spezia, Leghorn.	1 dry-dock 293′ 11″ by 70′ 2″ by 21′ 11″; 1 floating dock 321 by 81′ 11″ by —; no tide.	Yes, inside and immediately outside city.

The Italian merchant vessels will be intrusted with carrying coal, now done by English; annual amount 500,000 tons.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Spezzia, Italy *	Sept., 1883.	Cardiff..... English.....	250 300	600	$9 00 8 00	By lighters; 50 tons per day.
Leghorn, Italy.	Nov., 1883.	Cardiff..... English..... Scotch.....	5, 000	5, 000	5 76 5 04 Delivery and stowing, 48 c. per ton; if in outer harbor, 72 c. per ton.	Large lighters; no interruption.
Bastia, Corsica (French).						
CivitaVecchia, Italy.	Sept., 1883.	Cardiff..... Gas coal	2, 500 3, 000	1, 500 1, 000	$7 72 6 76 Delivery and stowage, 48¼ cts. per ton.	By lighters; 150 tons daily; rarely interrepted, and then during winter.
Naples, Italy...	Oct., 1883.	English, Cardiff.	50, 000 to 60, 000	Imported in 1882, 142, 580 tons.	$6 to $9 in bunkers.	By lighters; by hand; slow; no interruption.
Castellamare, Italy.						
Messina, Sicily.	Mar., 1884.	Cardiff.....	Very large.	100, 000 imported in 1883.	$6 delivered on board.	By lighters, with baskets; rapid.
Catania, Italy..	Nov., 1883.	English..... Welsh ..... Richelieu.....	750 200 100	1, 500	$6 to $6.60 $5 to $5.40 Delivery and stowing, 50 to 60 c. p. ton; labor, 70 cts. per day.	By lighters; slow; occasional interruption by heavy storms or southeast wind during equinox.
Syracuse, Sicily						
Licata, Sicily ..	Oct., 1883.	English..... Cardiff.....	2, 500 700	2, 000	$6 00 Delivery and stowing, 72 c. per ton.	Rapid; liable to interruption in winter; harbor to be protected.
Girgenti, Sicily	Oct., 1883.	English.....	1, 200	2, 000	$7 20 Delivery and stowing, $1 per ton.	By lighters; rapid .....

* Vessels of war can find all facilities, English coal and stores, at Government dock-yard.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of drydocks.	Machine shops at which steamers can repair.
Italian.....	½ mile.....	Of inferior lignite, 30 miles distant.	Genoa, Leghorn.	None	For small repairs.
None	365 yards.....	None	Genoa	1 dry-dock, 344 by 72 by 24′ 3″, is now being lengthened to 442′ 9″.	For all kinds of repairs and for building, in inner harbor.
Italian; in arsenal 500 tons.	½ mile.....	None	Leghorn, Naples.	None	One for ordinary repairs.
Italian.....	300 to 500 feet.	None	Messina, Leghorn.	None	A Government yard and numerous private shops.
Italian.....	.....	.....	.....	1 drydock, granite, 360 by 80 by —.	
None	½ to 1 mile	None	Messina ..	None	One good shop.
Italian..... 700 tons for R. R. use.	250 yards.....	None	Porto Empedocle.	None	None.
None	If in harbor, less than 1 mile; if in outer bay, 3 to 4 miles.	None	Licata	None	None.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Cagliari, Sardinia.	.....	Cardiff.....	1,200	1,300	$8 per 1,000 kilos Delivery 50 c. per ton.	By 40-ton lighters and tugs; interrupted very rarely in winter by storms.
Palermo, Sicily.	Oct., 1883.	Cardiff, English.	4,000	4,000 to 4,500	$7 f. o. b.	By lighter; slow; liable to interruption in winter by heavy seas.
Milazzo, Sicily.						
Marsala.....	Oct., 1883.	English, Cardiff.	100	50 to 100	$7 00; delivery 40 c. per ton.	By lighter; liable to interruption from October to May by heavy seas.
Malta*.....	Oct., 1883.	Welsh	.....	.....	$5 16	From covered stores by lighters with baskets; only interrupted by extraordinary storms.
		English.....	.....	.....	4 56	
				557,439 tons imp'td from England in 1882.	Stowed.	
Brindisi, Italy..						
Bari, Italy	Oct., 1883.	Cardiff, French	.....	15,000	.....	At wharf; brought in carts; rapid.
Rodi, Italy†....	Sept., 1883.	.....	None ...	None ...	.....	....
Venice, Italy ...	Sept., 1883.	Cardiff, English, Scotch, Istrian.	22,800	25,000	$5.50 to $6.50. Subject to variation delivery and stowing 20 to 70 c. per ton, not outside port.	By lighters, tubs, and baskets; very slow; no interruption.
Trieste, Austria.‡	Oct., 1883.	Welsh	2,000	3,000	$6.96 to $7.20 . Delivery 72 to 96 cents per ton.	By lighters; 150 tons per day. Liable to interruption in November and December.
		English.....	150			
		Austrian	Unlimit'd			
		Scotch	1,500			

* The Government dock-yard is thoroughly equipped, even for constructing.
† No harbor here, only open beach.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
Italian..... 2,000 tons Cardiff.	One mile.....	On a very small scale; unfit for steamers.	Leghorn, Naples.	None	One.
None	10 yards to one mile.	None	Girgenti, Marsala.	None	One; belonging to steamer company.
None	One mile.....	None	Palermo ..	None	None.
English, 30,000 tons. Welsh.	½ mile.....	None	Catania ...	2 Gov. dry-docks; 2 private hydraulic dry-docks. Capacity, 427 by 80 by 33 12,000 525 by 73 by 25 6,400 326 by 64 by 18 2,500 One for vessels of 1,200	Several.
None	.....	None	Brindisi...	None	Several, for repairs to engines.
None; nearest at Ancona.	.....	None	.....	None	None.
Italian, 15,000 tons in arsenal. Austrian 15,000 tons at Pola and Gravala on opposite shore of Adriatic.	Less 21 feet draught at wharf, above; in harbor one to one and half miles distant.	At Istria in Austria near Trieste secondary quality; also lignite mine 50 miles nw. of city; unfit for steaming.	Trieste. At Pola Govt. sta'n coal is better and cheaper.	2 dry-docks at Govt. arsenal. 411. 5 by 91.8 by 29 295 by 65.6 by 21	Several large works.
Austrian; at Pola, Cardiff and Austrian.	½ mile.....	In Dalmatia & Istria to small extent. More extensive in Moravia and Bohemia, 5 days distant; & in Hungaria & Croatia, 3 days. Styrian mines 1 day.	Fiume	1 dry-dock for heavy iron-clads not more than 350 feet long; 370 by 66 by 27. At Pola 2 dry-docks, 1 private and 1 Government.	All kinds of repairs done. Government works where the largest iron-clads of the navy have been built.

‡ Austrian coals are unfit for naval use

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Fiume, Austria	Oct., 1883.	Welsh English	1,300	1,000 to 1,500.	$696 to $7.20 .. Delivery 72 to 96 cents per ton.	By lighters; 150 tons per day. Liable to interruption in November and December.
Cattaro, Austria.	1882.	None				
Corfu, Greece..	Sept., 1883.	English Cardiff	1,000 500	1,000	$8, alongside; delivery and stowing 50 cents per ton.	By lighters; 200 tons per day. In winter may be interrupted frequently by NW. to NE. winds.
Cephalonia, Greece.*	Sept., 1883.	Welsh French	760 350	1,200	$6.60 to $7.20, $6 free on board.	40 to 50 tons daily. May be interrupted in December and January.
Zante, Greece†.	Sept., 1883.	Cardiff English Welsh	500 600 100	1,000 to 1,500.	$8.40 to $10.80 stowed. Delivery and stowing 96 cents per ton.	By lighters; 200 to 250 tons daily. In outer harbor 100 to 150 tons daily. Liable to interruption.
Patras, Greece.	Sept., 1883.	English	4,500	2,000	$7.80 to $9.60 free on board, according to stock on hand.	By lighters; 200 tons in 12 hours. Rarely interrupted.
Syra, Greece...	Sept., 1883.	English Cardiff	1,000 2,500	3,000	$5 28 $6 alongside; stowing 24 cents per ton.	No interruption
Piræus, Greece	Sept., 1883.	Cardiff English	6,500 3,500	7,000	$5.28 to $5.52; $5.04 to $5.28; delivery 96 cents per ton.	Slow. Interrupted in spring by heavy rains.
Salonica, Turkey.	Sept., 1883.	Cardiff (double screened).	1,200	1,200	$6.72 to $7.68 in the bunkers.	By lighters; pretty rapid; sometimes interrupted from June to Aug. by wind.
Dardanelles, Turkey.‡	Sept., 1883.	Welsh	1,000	200 to 1,200.	$8.64 to $10.08, including delivery and stowing at 48 to 72 cts. per ton.	By 5-ton lighters; slow; 80 to 100 tons daily; frequently interrupted, especially in winter.
Constantinople, Turkey.§	Sept., 1883.	Welsh English Turkish	12,000 8,000 (small.)	15,000 to 20,000.	$6 24 $6 00 Free in bunkers.	By 30-ton lighters; after day's notice; rapid; in winter s'ly give trouble, but no trouble in Golden Horn.

* Coal mostly in hands of mill-owners.
† Labor is cheapest in May, June, and July. In August, September, and October add 48 cents per ton.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
Austria at Pola.	¼ mile.....	As stated for Trieste.	Trieste....	None.....	None.
For Government use.					
At times Greek Government has few tons in store.	⅛ mile.....	None.....	Brindisi...	None.....	Only for small repairs.
None	¼ mile.....	None	Zante.....	None	None.
Greek; Cardiff at Navarino.	If not over 1,000 tons register can coal in harbor, otherwise ¼ to ½ mile.	None	Cephalonia. Patras.	None	None.
Greek, 500 tons.	¼ mile.....	None	Zante.....	None	Small repairs can be done.
None	⅛ mile.....	None	Piræus ...	2 patent hydraulic slips of the Hellenic Steamship Company.	Shops of the Hellenic Steamship Company.
None	Not far, if steamer is in port.	At Koumi, island of Euboœ; not good for steamers.	Syra, Patras.	None	Two for small repairs.
Turkish, Heraclea, and Black Sea coal; no fixed quantity.	Deposits 50 yards from wharf; ½ mile from wharf to vessel.	Several deposits not mined.	Any port of importance.	None	None.
Turkish; 200 to 300 tons Black Sea coal; often no coal.	Coal stores on beach, ¼ mile thence to steamer.	None	Smyrna, Constantinople.	None	One for light work.
None	½ mile	At Heraclea and other places in Black Sea; inferior quality and supply uncertain.	Smyrna, Odessa.	4 dry-docks; 340 by 96 by 36; 215 by 85 by 25′ 11″; 240 by 65 by 25′ 9″; 235 by 55 by 25′ 9″; Nos. 3 and 4 can make one dock of 505 feet long; 1 floating dock.	Several good private works; gov't works in dock yards in Golden Horn.

‡ The coal named is imported by tug-boat company for its own use, 3,000 tons annually.
§ Steamers pay no duty; duty 56 cents per ton.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Odessa, Russia.						
Poti, Russia ...	.....	.....	.....	.....	.....	.....
Trebizonde, Asiatic Turkey.	.....	.....	.....	.....	.....	.....
Roustchouk, Bulgaria.*	Sept., 1883.	Cardiff.....	600	250	$9 to $10; $6 per 1,000 kilos; delivery, 20 to 40c. per ton.	Laborers with baskets; pretty rapid. When Danube is full of floating ice it is dangerous to remain in port.
		Native.....	2,600	2,500		
Mytilene, Asia Minor.	Sept., 1883.	Cardiff.....	380	500	$8.64 to $8.88; $6 to $6.24 in bunkers.	By lighters and bags; slow. Sometimes interrupted in winter; not often.
		Turkish	110			
Smyrna, Asia Minor.	Sept., 1883.	Welsh	500	3,000	$6 80	By lighters, and small baskets by laborers; 30 tons per hour; seldom interrupted, then in Feb. and March.
		Newcastle	500		$7 78	
		Cardiff.....	2,000		$7.29 to $7.78 in bunkers.	
Latakia, Syria.†	.....	.....	.....	.....	.....	.....
Beirut, Syria..	Oct., 1883.	Patent fuel ...	2,000	8,000	$7 75	Slow from December to April. In fine weather 150 tons from depot to ship.
		Cardiff.....	250		$9 50	
		Newcastle	400		$8.72; stowing 45c. per ton.	
Harfa, Sidon, Alexandretta, Tripoli, Mersine, Syria.	Oct., 1883.	None	None ...	None ...	.....	.....

*Small quantity of Cardiff briquettes owned by railroad company, 2 miles distant; Funfkirschen (native) to any amount on 3 weeks' notice, provided there is water enough at Iron Gates and no ice in river.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
Bulgarian, 355 tons; Cardiff.	Coal stores on river-bank, 30 to 100 yds, according to state of river.	None	Giurgevo in Roumania.	One dry-dock at Turno-Severin, 300′ long; probably very shallow; for river steamers; no other in lower Danube.	Two. Naval arsenal; railroad shops.
None ..... Turkish coal mentioned owned by Turkish Gov't.	½ mile.....	None	Smyrna.	None	None.
Turkish; 500 tons Cardiff.	½ mile.....	None; coal deposits not mined.	Chio; Gov't deposit of 500 tons. Syra.	None	Several large works; one has powerful steam-hammer.
.....	.....	.....	.....	.....	.....
None ..... A deposit of French good brick and pressed coal for the navy, 2,000 tons, at $8 25.	½ mile.....	None in Syria or Palestine	Port Said.	None on Syrian coast...	None.
None	.....	None	Port Said.	None	None.

† No facilities for coaling.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Jaffa, Syria	Oct., 1883.	Cardiff..... English.....	70	500	$9 00 to $10 00	May be interrupted by storms from November to April.
		French briquettes.	.....	.....	8 00	
Port Said, Egypt.	.....	.....	.....	.....	.....	.....
Suez, Egypt....	.....	.....	.....	.....	.....	.....
Aden, Arabia*.	.....	Cardiff..... Newcastle	53, 000 4, 000	40, 000 For sale, besides stock of S. S. Co.	8 88 8 64 Stowed.	By bags, 1 cwt. each; rapid; vessels drawing over 22 feet lay in outer harbor; liable to short delay from rough water in June, July, and August. SW. monsoon.
Muscat, Arabia	1884	.....	Large...	.....	.....	By lighters; rapid.....
Alexandria, Egypt.	.....	.....	.....	.....	.....	.....
Tripoli, Tripoli.	.....	.....	.....	.....	.....	.....
Tunis, Tunis...	.....	.....	.....	.....	.....	.....
Bona, Algeria..	.....	.....	.....	.....	.....	.....
Algiers, Algeria	.....	.....	.....	.....	.....	.....
Oran, Algeria ..	.....	.....	.....	.....	.....	.....
Tetuan, Morocco.	.....	.....	.....	.....	.....	.....
Tangier, Morocco.	Sept., 1883.	None	None ...	None ...	.....	.....

* A new coal company is to commence at Perim Island about December, 1883.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	One-half to 1 mile.	None	Port Said.	None	None.
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
None	Inner harbor, one-half mile; outer harbor, 2 miles.	None	Bombay, Suez.	None	One for small repairs.
Indian.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
None	.....	None	Gibraltar .	.....	None.

No. 1.—*Exhibit of coal to be had at the following European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Laraiche, Morocco.	.....	.....	.....	.....	.....	.....
Rabat, Mor'co.	.....	.....	.....	.....	.....	.....
Casa Blanca, Morocco.	.....	.....	.....	.....	.....	.....
Mazagan, Morocco.	.....	.....	.....	.....	.....	.....
Saffi, Morocco..	.....	.....	.....	.....	.....	.....
Mogadore, Morocco.	.....	.....	.....	.....	.....	.....
Fayal, Azores..	.....	Welsh	2,800	2,800	$7.20, alongside; stowing, 12 cts. per ton.	By 20-ton lighters; rapid; seldom interrupted, then from November to March.
St. Michael's, Azores.	.....	Welsh	3,000	3,000	$7.20, alongside; stowing, 12 cts. per ton.	By 20-ton lighters; rapid; seldom interrupted, then from November to March.
Funchal, Madeira.	Sept., 1883.	South Wales.. Newcastle	10,000 1,000	10,000	$8.50, alongside; stowing, 20 cts. per ton.	With steam-winches; fast for merchant steamers, for men-of-war, slow; no interruption.
Teneriffe, Canary Islands. (Port of Santa Cruz).*	Oct. 1883.	Welsh ..... English.....	6,000 1,000	6,000 1,000	$7.50 per 1,000 kilograms alongside; stowing 15 cts per ton.	By two 100-ton lighters and numerous small ones; from Nov. to Mar. gales may interfere; 600 tons daily.
Las Palmas, Gr'd Canary Islands.†	Oct. 1883.	Welsh ..... English.....	1,500 350	1,800 to 1,900 to be increased.	$7.50 per 1,000 kilograms delivered; stowing 15 cts per ton.	By 12-ton lighters; 300 tons daily; NE gales interrupt in winter.
St. Vincent (P'to Grande), Cape Verde Isl'ds..	Oct. 1883.	Welsh ..... English.....	18,000 12,000	180,000	$8.75 deliv'rd; stowing 24 cents per ton.	By lighters and tugs; 2,000 tons daily; no interruption.
Santiago (Porto Prayo), Cape Verde Isl'ds.	Oct. 1883.	Welsh ..... Newcastle	1,000	3,000	$8.75 deliv'rd; stowing 24 cents per ton.	By lighters and tugs; 500 tons daily; no interruption except in Oct. and Nov. for a few days.

*No other port of island can be depended upon for coal; sometimes coal can be had.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
None	300 to 1,200 yds.	None.....	Funchal, Madeira.	None.....	Yes.
None	300 to 1,200 yds.	None.....	Funchal, Madeira.	1 floating dry-dock; 183.7 by 85.3 by —; capacity 1,200 tons.	Yes.
None	½ mile	None.....	Santa Cruz de Teneriffe.	None.....	One forge; slight repairs possible.
Fren'h; Spanish; contractors 1,000 tons each. Welsh.	600 to 800 yds..	None	Las Palmas, Gr'd Canary.	None	For small repairs.
None	¼ to ¾ miles....	None	Santa Cruz, Teneriffe.	None	For small repairs.
None	600 to 800 yds..	None	Santiago, Cape Verde Islands.	None	Two.
None	600 to 800 yds..	None	St. Vincent, Cape Verde Islands.	None	None.

† Harbor improvements to be made.

No. 1.—*Exhibit of coal to be had at the following foreign European Station*

Name of port.	Date.	Kind of coal on hand.	Tons of each at date.	Average tons on hand during year.	Cost per ton.	Manner of coaling, rapid or slow, &c.
Sal Isle, Cape Verde Isl'ds.	Oct., 1883.	None	None ...	None ...	.....	.....
Sierra Leone, Africa.	Sept., 1883.	Cardiff..... Patent fuel ...	2,300 500	1,800 500	$10.80, stowed. $7.08; 42 cents per ton for stowing.*	By 5-ton lighter; slow; much rain in June, July, and August; in October and April light tornadoes.
Monrovia, Liberia.	Oct., 1883.	None	None ...	None ...	.....	.....
Dakar, Senegambia.	1884.	.....	.....	.....	.....	By lighters of 35 to 45 tons.
Bathurst, West Africa.	1884.	.....	.....	.....	.....	By flat-bottom boats; tornadoes in July.
Elmira, Guinea	1884.	Patent fuel ...	300	.....	.....	Surf-boats; slow .....
Cape Coast Castle, Guinea.	1884.	.....	.....	.....	.....	From hulk; slow.
Lagos (British), West Africa.	1884.	.....	.....	.....	.....	By flats; slow; heavy rollers from June to August.
Fernando Po, Gulf of Guinea.	1884.	Patent fuel ... Welsh ..... N. Country.	800 to 1,000	900	.....	Government lighters, towed by ship's boats; slow.
Gaboon, West Africa.	.....	.....	.....	.....	.....	.....
Congo River, Africa.	1884.	Welsh ..... N. Country (Danish).	2,000	2,000	62 cents extra to vessels outside Banana Creek.	By small steamers; moderately rapid.

* Some dealers charge 84 cents per ton storage, for Cardiff.

ports, together with the usual supply on hand, cost, &c.—Continued.

Government coaling stations in vicinity.	Distance from coal pile to ship.	Coal mining in vicinity.	Next nearest coaling port.	Number and size of dry-docks.	Machine shops at which steamers can repair.
None	.....	None	St. Vincent, Santiago.	None	None.
British; 500 tons; patent fuel.	300 to 500 yards	None	Bathurst, Gambia, Bonny.	None	None.
None	.....	None	Freetown, Sierra Leone.	None	None.†
.....	.....	.....	Bathurst.	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	Short	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

† There are two ship-yards for building lighters, schooners, and boats.

No. 2.

DATA COLLECTED, WITH A DISCUSSION OF THE MERITS OF ANTHRACITE AND BITUMINOUS COALS, BY CHIEF ENGINEERS CHARLES H. BAKER AND F. G. McKEAN, U. S. N.

UNITED STATES NAVY-YARD,
Washington, D. C., July 19, 1884.

SIR: On the part of Chief Engineer F. G. McKean and myself, I have the honor to transmit herewith the data collected for the Board of which you are the president, with a discussion of the merits of anthracite and of bituminous coals. We have only touched the question of the procurability of the coals, that being the subject of investigation by other members.

I am, sir, very respectfully, your obedient servant,

CHARLES H. BAKER,
Chief Engineer, United States Navy.

Commodore S. B. LUCE,
United States Navy, President of the Board.

The Board having been called upon by the honorable Secretary of the Navy to state the advantages and disadvantages of anthracite and bituminous coal, has taken the liberty to introduce into the comparison the consideration of semi-bituminous coal also. Anthracite being scarcely procurable on foreign stations, the comparison is restricted almost entirely to the great classes of coal as they are found in those portions of the United States accessible to Atlantic ports.

The Board submits the following statement under headings numbered, as is believed, in the order of their importance for naval purposes: (1) Heating power, (2) promptness of ignition, (3) weight of a given bulk, (4) procurability, (5) smoke and soot, (6) action upon boilers, grates, &c., (7) impurities, (8) deterioration, (9) friability, (10) completeness of combustion, (11) spontaneous combustion, and (12) price.

(1.) *Heating power.*—In reference to this quality the Navy Department was originally induced to employ anthracite, chiefly in consequence of the report of Prof. Walter R. Johnson, of Washington, in 1844, that the evaporative efficiency of average anthracite was superior to that of bituminous coal, the figures being 9.5648 pounds of water evaporated per pound of coal in the former case, and 8.944 in the latter. But the experiments upon which these figures were based were of short duration; many of them occupied less than twenty-four hours, and only two of them lasted more than thirty hours. They, therefore, did not fully include the very important circumstances that anthracite fires need to be cleaned in longer service than about twelve hours, and after that time should be more or less thoroughly cleaned once in every twelve hours. This causes loss of evaporative power in the following ways, to which the fires of free-burning coals are subject in a much less degree: (*a*) By the direct abstraction of heat from the combustible portion of the fuel to bring the earthy matter and ash to the high furnace temperature; (*b*) by the direct loss of heat when the clinkers and ashes are withdrawn at that high temperature; (*c*) by the unavoidable loss of some unconsumed coal during the abstraction of the clinkers; (*d*) by the influx of cold air through the open furnace door during the operation of cleaning fires; (*e*) by the loss of heat expended in raising the temperature of air over and above the quantity needed for combustion; (*f*) by the loss of effect during the time that the fire newly cleaned requires to recover full action. Taking these losses into consideration, it is concluded by the Board that anthracite coal is not, in a long run, the more economical of the two classes, though it may be so in short experiments. But even from Johnson's data, the average evaporative power of the semi-bituminous coals is higher than the average evaporative power of the anthracites, being 9.9804 and 9.5648 pounds of water from 212° F., respectively, and this is the class of coal recommended most highly for naval purposes by the Board. Their conclusion is strengthened by the results of Isherwood's experiments with several marine boilers, some, however, being flue boilers, in which Cumberland semi-bituminous coal generally evaporated more water than Pennsylvania and other anthracites. And these results are further corroborated by experiments of the Baltimore and Ohio Railroad, quoted by Haswell (p. 569), in which the evaporative effect of 1 ton of Cumberland coal was found to equal that of 1¼ ton of anthracite. It is asserted that when combustion is forced, the economic evaporation is relatively less with free-burning coal than with anthracite, but it may be answered that, under circumstances in which the blast or steam-jet is used,

economy is temporarily ignored, the object being to produce active combustion, regardless of cost.

(2.) *Promptness of ignition.*—Circumstances have greatly changed since Johnson reported to the Navy Department (p. 597) that this quality was of inferior importance in naval vessels. When it is considered that nowadays one fleet under full steam might be alongside another at anchor in little more than an hour after they sighted each other, it will be seen that, even under heavily banked fires of anthracite, the fleet at anchor would be at a great disadvantage for maneuvering, while with low and dirty fires or with cold boilers, the destruction of that fleet could only be prevented by means extraneous to itself. Promptness of ignition may also be of vital importance on a lee shore, or in a sudden gale in harbor and under other circumstances. Nor is it in emergencies alone that rapidity of ignition is useful, for it gives much more uniform action in all steaming since the fires quickly attain their maximum efficicency instead of, as with anthracite, being almost inert for twenty minutes or more after each coaling. In short, the Board is of opinion that this quality is so valuable in a naval vessel that it almost precludes the employment of anthracite in time of war in favor of a more free-burning coal, and that it has considerable advantages also in time of peace.

(3.) *Weight of a given bulk.*—In this particular it is generally considered that anthracite shows a marked superiority over the great classes of semi-bituminous and bituminous coals, but the Board is inclined to think that this advantage, if it really exists, has been exaggerated. Indeed, if we consider the experiments of Johnson, the average of all the semi-bituminous coals of Maryland gives rather the smallest space occupied per ton (42.0372 cubic feet), the anthracites ranking second (42.13 cubic feet), the bituminous coals of Pennsylvania being third, but with very trifling difference (42.671 cubic feet), the coking coals of Virginia being the only free-burning varieties which are decidedly lighter (45.8804 cubic feet); and it is only after such modifications as omitting the lightest two anthracites, the heaviest three bituminous coals, &c., that figures are obtained indicating anthracite to be the heaviest class of coal. Even when this is done the semi-bituminous class makes a good comparative showing, the average number of cubic feet to stow the two coals being then 40.845 and 42.0372 for anthracite and semi-bituminous, respectively, or an advantage in favor of anthracite of only 1.1922 cubic foot per ton. Finally, this small advantage is reversed when the quantity of earthy matter in the two coals is considered. Assuming Isherwood's experiments to be more reliable for our present purpose than Johnson's, because more in accordance with the circumstances of ordinary practice in: (*a*) Rate of combustion; (*b*) quality of coal tested (these being marketable and not selected for testing by the mining companies); (*c*) generally greater duration of time, it is found that the anthracites procurable on our Atlantic seaboard contained more earthy matter and ash by 4.3018 per cent. than all other coals tried by him; while we have seen that Johnson's data, even after modification, give the advantage to average anthracite by only 2.8361 per cent., when compared with the semi-bituminous class. In the question of space occupied by combustible, therefore, the Board is of opinion that semi-bituminous coal is better than any other class.

(4.) *Procurability.*—In our Atlantic seaports it is probable that either anthracite or or semi-bituminous coal could be procured in any quantity and with equal facility; but when once our ships leave our eastern coast there are perhaps only one or two ports in the world where anthracite could be obtained at reasonable cost, and at those with no certainty of supply; while even on our Pacific coast they might find it preferable to use the bull eye or other coals of Australia, unless some domestic coal like the Monte Diablo of California, came into more general use. In Europe the very superior Cardiff and other Welsh coals are obtainable almost everywhere, and so are the somewhat inferior Newcastle and other English coals. Varieties of these two classes can also be obtained on the Asiatic and South American stations, though in the former the Australian coals can be procured when they are preferred to the Takasima, Karatz, Formosa, and other domestic coals. There is reason to believe, however, that as the Japanese mines are more deeply worked, the coal will improve in quality. It is certainly better now than it was even ten years ago, and was reported by Chief Engineer Loring, in the Asiatic squadron, to be, generally, the most economical coal procurable in that part of the station.

(5.) *Smoke and soot.*—In the non-production of smoke and its importance for concealment in time of war, anthracite coal has always borne the palm. And yet it is a serious question if this quality, valuable only on occasion, is worth the sacrifices made for it. Those naval operations which include surprises are seldom called for, and in these days of swift communication of news would be seldom practicable; furthermore, we are told that the nations which use smoke-producing coal will so time their attacks upon ports and harbors that they will have the whole of the previous night in which to make their approach, and will be at their destination at early dawn; and this is also true of blockade-running. It may be said that when detached single ships or squadrons are in the open, the advantage will lie with those which use

anthracite; but this will only be useful when the object is to decline an engagement, for, in approaching to join battle, the moment arrives when concealment of the vessel burning anthracite is no longer possible; then the power of maneuvering or retreating lies, other things being equal, entirely with the ship using the coal of the greatest rapidity of action, and when the prize leaves naught behind but a trail of smoke it will be poor consolation to us to know that we formed none and that our rigging is unsoiled. Besides which, if we used smoke-producing coal we would at least be no worse off than the navies of other great nations of the world; the more vigilant combatant will first catch sight of the enemy, and the coal of quicker action will put him the sooner alongside. If, however, the suggestion of the Board be feasible and be acted upon, to procure, as may be possible, a smokeless free-burning coal, the advantage of anthracite in this respect will altogether vanish; and in this connection it may be stated that some of the Cumberland coal forms only a light brown, transparent smoke, and that we might expect to find some analogue of certain Welsh coals which are almost absolutely smokeless.

There is, undoubtedly, a freedom from soot in the use of anthracite coal, but while this is an advantage over the true bituminous varieties, it is not so marked in the case of the semi-bituminous classes; and even in the former case there are some bituminous coals which in their use necessitate sweeping the flues regularly in a voyage, and which may yet give a good, economical performance when compared with anthracite, since the losses caused by opening the uptake doors in the one case, may be counterbalanced by those attending the opening of the furnace doors while cleaning fires in the other case.

(6.) *Action upon boilers, grates, &c.*—In this respect it is likely that there is not much to choose between the anthracites and free-burning coals, at least with iron boilers; for, whereas the intense local heat of an anthracite fire searches and develops any tendency toward blistering or lamination in boiler-iron, there are several varieties of free-burning coal which contain sulphur, and which are injurious on that account to tube-ends, &c. Both classes will, under certain circumstances, warp and destroy grate-bars. This may be a suitable place in which to refer to the question of alterations called for in boilers, grates, &c. The Board is of the opinion that no radical change will be necessary even if its recommendations be adopted. The diameter of tubes in our boilers has of late years been slightly increased, which is a step favorable to the use of free-burning coal, though it is possible that a slightly further increase in this direction might be advisable in new boilers; while the distance apart of the grate-bars can be sufficiently regulated by the engineer force on board to suit the requirements of each case.

(7.) *Impurities.*—Little perhaps remains to be said under this head, since the evil consequences of the presence of those impurities which form clinker and ash have been touched upon in sections 1 and 3, and the injurious effect of sulphur upon boilers has been alluded to in section 6. But the mention of sulphur leads to the consideration that semi-bituminous coal, if selected for use in the Navy, should be as free as possible from sulphur and phosphorus, because while the generality of blacksmiths away from the interior of Pennsylvania allege the impossibility of doing efficient forgework with any anthracite coal (and it may be said in passing that this necessitates the storage on board our vessels of a small quantity of "soft coal" for blacksmithing, a minor disadvantage attending the use of anthracite in the Navy), the coal for such purposes must be free from matters which would interfere with efficient welding, &c. Moreover, if spontaneous combustion is feared (a subject which is more fully treated of in section 11), the coal should be free from pyrites.

(8.) *Deterioration.*—It is probably true that anthracite will scarcely deteriorate in heat-giving power except after long exposure to the direct action of the sun, as in the coal piled on the sandy beach at St. Paul de Loanda from about 1862 to 1882; for the similar coal at Fernando Po, having been overgrown with weeds and trees, and therefore sheltered from the rays of the sun, was almost as efficient after twenty years as when it was fresh. The free-burning coals, on the other hand, rapidly lose their cohesion and heat-giving power. In the closed bunkers of a ship, however, except, perhaps, in the immediate vicinity of boilers, this deterioration proceeds much more slowly, and if the coal was of good quality and freshly mined in the first place, it is not likely that its efficiency would be materially lessened, even in the course of a cruise. Still, it might be expected that anthracite under similar favorable circumstances would last as long as the ship; indeed, almost indefinitely.

(9.) *Friability.*—Here again the anthracite coals, owing to their superior cohesion, will last much longer in the lumpy state, and will much better endure transfer from the mine to the port, and the subsequent handling till they are in the ship's bunkers, though this very cohesive power entails positive labor in breaking up the lumps on the fire-room floor to the size necessary for the most efficient combustion. If, however, the friability has resulted in both cases in the production of slack, there is no comparison between the two classes of coal, for the dust of anthracite is absolutely worthless on the grates of a boiler, whereas the slack of the free-burning coals, as

long as it is not too old, is not only tolerably efficient in the formation of steam, but from its caking qualities is often preferred for blacksmiths' purposes.

(10.) *Completeness of combustion.*—This is a quality of greater importance than might at first be supposed, and is an advantage possessed to a greater degree in most of the semibituminous coals than in most of the anthracites. Besides the wastefulness caused in the furnace by the greater average formation of clinker with the latter coal, there is the greater labor necessary and time lost in their removal from the boiler, and their being disposed of overboard. While the severe labor called for in cleaning fires would be mitigated by the use of free-burning coal, and the work of breaking the lumps will almost entirely cease, these differences may not admit of fewer men being employed, though they would less severely tax the firemen.

(11.) *Spontaneous combustion.*—Anthracite coal is probably entireley free from this source of danger, which, however, possesses few terrors now. The proper selection of dry coal free from pyrites, and its stowage away from bunkers directly over boilers, will probably prevent this action entirely. The fitting of water pipes in the bunkers leading to the deck and capable of being tried by a thermometer would give timely notice if it should begin, while the more powerful pumps and the iron hulls of the present day would relieve seafaring men from the anxiety caused by this once mysterious process, if it should continue.

(12.) *Price.*—In this respect there is no comparison between the two classes of coal on foreign stations; for, as has been already observed, away from the Atlantic coast of the United States there are only one or two ports in the world where anthracite can be reasonably looked for, while elsewhere it could hardly be obtained in sufficient quantities at any price unless stored expressly for our ships; in which case freights and probable rentage would raise the price. Its retention would be only by the favor of the nation in whose territory it was stored, while in the event of war with that power its loss would be almost inevitable. And in the Atlantic ports it is likely that semi-bituminous coal would be procured in quite as large quantities and at quite as low prices as anthracite.

From the abundant record of experiment available the Board has compiled the accompanying tables, exhibiting the data from which the qualities of the coals are inferred. The evaporative values are represented by the proportion of combustible (or gasifiable) matter contained in the coals and the quantity of water evaporated, the former being stated in per centum of the whole weight of the crude coal, the latter in the absolute weight of water evaporated from a temperature of 212° F., under atmospheric pressure, by the combustion of one pound of crude coal.

With regard to other considerations which may determine the choice of coals for use in the naval service, the Board has found them well set forth in Professor Johnson's report already alluded to; in Main and Brown on the steam engine; in a report to the Bureau of Steam Engineering of a board of naval engineers, under date of October 24, 1878; in the report of Chief Engineer Loring, mentioned above, and in several writings of Chief Engineer Isherwood.

It may be seen that while the Board, in the main, agrees with the authors of these valuable documents in their conclusions, it differs with them in the relative importance to be attached in the naval service to certain qualities in coal, and disagrees in toto with those deductions of Professor Johnson, made forty years ago, which resulted in the selection of anthracite to the exclusion of other fuel, the Board recommending, for the reasons stated above, a good quality, smokeless if procurable, of semi-bituminous coal.

No. for reference.	Market designation of coal.	Where mined.		Description of coal.	Sources of information.	Combustible in coal.	Water evaporated per pound of coal.
		State.	County or locality.			*Per cent.*	*Pounds.*
1	Beaver Meadow, Slope No. 3	Pennsylvania	Carbon	Anthracite	Report to Navy Department, Walter R. Johnson, 1844.	88.042	9.2073
2	Beaver Meadow, Slope No. 5	do	do	do	do	93.2550	9.8788
3	Beaver Meadow	do	do	do	do	91.8963	9.0791
4	Forest Improvement	do	Schuylkill	do	do	93.0298	10.0576
5	Peach Mountain	do	do	do	do	93.1450	10.1118
6	Lehigh	do	Lehigh	do	do	92.7765	8.9320
7	Lackawanna	do	Luzerne	do	do	91.0723	9.7888
8	Lykens Valley	do	Dauphin	do	do	87.7550	9.4628
9	Lehigh	do	Lehigh	do	Experimental Researches, Isherwood, Vol. I, 1863.	81.4700	8.2500
10	Blackheath	do	Schuylkill	do	do	87.7400	11.2657
11	Harvey's Mine	do		do	do	88.6300	9.9770
12	Lackawanna	do	Luzerne	do	do	82.7100	9.1395
13	Scranton	do	do	do	do	82.7500	8.3790
14	Boston	do	do	do	do	79.0500	8.8020
15	Hazleton	do	do	do	do	84.9700	8.8530
16	Pittston	do	do	do	do	82.5500	8.6280
17	Council Ridge	do	do	do	do	89.2000	9.6520
18	Spring Mountain	do	do	do	do	86.2400	9.1760
19	Locust Mountain	do	Schuylkill	do	do	80.2800	8.6850
20	Unknown	do	do	do	do	85.8400	8.7890
21	Broad Mountain	do	do	do	do	80.6400	8.2290
22	Blackheath	do	do	do	do	82.7100	9.3320
23	Unknown	do		do	do	83.0000	9.3630
24	do	do	Susquehanna Valley	do	Experimental Researches, Isherwood, Vol. II, 1865.	88.9000	7.6300
25	do	do		do	Board of Naval Engineers, March and April, 1873.	89.5100	10.2700
26	do	do	Northeast Portion	do	Board of Naval Engineers, Report October 24, 1878.	84.8000	9.9923
27	Wilkesbarre, Black Diamond	do	Northumberland	do	Report Quartermaster-General, U. S. A., January 31, 1882.	80.7700	9.3700
28	Scranton, Delaware, and Hudson Canal Company.	do	Luzerne	do	do	77.3000	9.2800
29	Lykens Valley	do	Dauphin	do	do	83.9700	7.8400
30	Forest Improvement	do	Schuylkill	do	do	79.4300	8.2400

31	Pittston Pennsylvania Coal Company.	....do	Luzerne	.....do	.....do	83.2500	9.6200
32	Blackheath	....do	Schuylkill	.....do	.....do	86.2000	9.8400
33	Wilkesbarre, Prospect Mine	....do		.....do	.....do	85.0000	9.7700
34	Lackawanna, White Ash	... do		.....do	.....do	83.3400	9.7500
35	Lykens Valley, Red Ash	....do	Dauphin	.....do	.....do	85.7500	9.7200
36	White Ash, Lee	....do	Wyoming	.....do	.....do	90.7200	9.6300
37	White Ash, Shenandoah, Middle Coal Fields.	....do	Schuylkill	..... do	.....do	84.5000	9.5500
38	Pittston, Butler Colliery	....do		.....do	.....do	81.0000	9.5100
39	Hard White Ash, Baltimore Vein, Lee Mines.	....do	Northumberland	.....do	.....do	81.8300	9.4100
40	Red Ash, Lorberry	.. do	Schuylkill	.....do	.....do	84.8000	9.3400
41	Lehigh Valley, Old Lee Mine	....do		.....do	.....do	83.6300	9.0400
42	Raven Run Mine	... do		.....do	.....do	84.7400	9.0400
43	Lykens Valley, Red Ash	.. do	Dauphin	.....do	.....do	82.1100	9.0000
44	Glen Carbon	....do	Western Portion Middle Coal Fields.	Semi-anthracite	Experimental Researches, Isherwood, Vol. I, 1863.	82.31	9.2080
45	Ormsby	....do	Mercer	.....do	.....do	94.31	9.0952
46	Brookfield	....do	.....do	.....do	.....do	93.17	8.2970
47	New York and Maryland Mining Company.	Maryland	Alleghany	Semi-bituminous	Report to Navy Department, Walter R. Johnson, 1844.	87.2915	9.7774
48	Frostburg, Neff's Mine	....do	.....do	.....do	.....do	89.0440	9.4419
49	Easby's "Coal-in-Store"	... do	.....do	.....do	.....do	91.6154	10.0183
50	Atkinson and Templeman's	.. do	.....do	.....do	.....do	92.1685	10.6991
51	Easby and Smith's	....do	.....do	.....do	.....do	90.3136	9.9654
52	Broadtop	Pennsylvania	Huntington	.....do	Experimental Researches, Isherwood, Vol. I, 1863.	89.9100	10.4025
53	Cumberland, George's Creek	Maryland	Alleghany	.....do	.....do	86.8100	10.7380
54	Cumberland	....do	.....do	.....do	.....do	91.6100	10.2850
55	.....do	... do	.....do	.....do	.....do	87.5200	10.0430
56	Broadtop	Pennsylvania	Huntington	.....do	... do	86.1200	9.9940
57	Cumberland	Maryland	Alleghany	..... do	Experimental Researches, Isherwood, Vol. II 1865.	90.4500	8.7260
58	Frostburg	....do	.....do	.....do	Board of Naval Engineers, Report October 24, 1878.	87.7000	9.9357
59	Standard Coal Company, Brother's Valley.	Pennsylvania	Somerset	Semi-bituminous	Report Quartermaster-General, U. S. A., January 31, 1882.	88.9900	9.8500
60	Philson Iron and Coal Company, Berlin.	....do	.....do	.....do	.....do	90.9200	9.7500
61	Cumberland	Maryland	Allegheny	.....do	Board of Naval Engineers, March and April, 1873.	86.6700	10.0200
62	Dauphin and Susquehanna Company.	Pennsylvania	Dauphin	Bituminous	Report to Navy Department, Walter R. Johnson, 1844	83.6370	9.3428
63	Blossburg	....do	Tioga	.....do	.....do	88.7961	8.6401
64	Lycoming Creek	... do	Lycoming	.....do	.....do	83.0800	8.9107
65	Quin's Run	....do	Clinton	.....do	.....do	91.1145	10.2720
66	Karthaus	....do	Clearfield	.....do	.....do	92.1061	9.0912
67	Cambria Company	....do	Cambria	.....do	.... do	90.2475	9.2404
68	Pittsburgh	....do	Allegheny	.....do	.... do	91.7470	8.2044
69	Newcastle	England	Northumberland	.....do	.....do	94.3205	8.6558

No. for reference.	Market designation of coal.	Where mined.		Description of coal.	Sources of information.	Combustible in coal.	Water evaporated per pound of coal.
		State.	County or locality.			*Per. cent.*	*Pounds.*
70	Eagleton	Pennsylvania	Clinton	Bituminous	Experimental Researches, Isherwood, Vol. I, 1863.	86.9700	9.3070
71	New River	Virginia	Fayette	do	Board of Naval Engineers, Report October 24, 1878.	93.6000	10.2023
72	Barr's Deep Run	do	Henrico (?)	Bituminous coking	Report to Navy Department, Walter R. Johnson, 1844	88.9264	9.0182
73	Crouch and Sneed	do	do	do	do	85.6595	8.3448
74	Midlothian, 900-foot shaft	do	Powhatan	do	do	89.2980	8.5842
75	Midlothian Coal Company (average).	do	do	do	do	85.1730	8.2953
76	Midlothian New Shaft (1844?)	do	do	do	do	89.7417	8.7506
77	Midlothian, screened	Virginia	Powhatan	Bituminous coking	Report to Navy Department, Walter R. Johnson, 1844.	89.7248	8.9441
78	Creek Company	do	Chesterfield	do	do	91.3594	8.4168
79	Clover Hill	do	do	do	do	89.3991	7.6755
80	Chesterfield Mining Company	do	do	do	do	90.9313	8.9983
81	Tippecanoe	do	Dinwiddie	do	do	90.2767	7.7485
82	Cannelton	Indiana	Perry	Cannel	do	94.8746	7.3409
83	Various Welsh, average of 37 samples.	Wales	Various	Bituminous and semi-bituminous.	Report on coals, De la Beche and Playfair.	.....	9.0500
84	Various Newcastle, average of 17 samples.	England	Northumberland	Bituminous	Main and Brown	.....	8.3700
85	Various patent fuels, average of 6 samples.	.....	.....	Patent bituminous	.....	.....	9.1683

D. B. HARMONY,
Captain, U. S. N., and Senior Officer of Board.

No. 3.

NOTES ON COAL, COMPILED FROM RESOURCES OF OFFICE OF NAVAL INTELLIGENCE, THE "COAL TRADE," AND OTHER SOURCES.

CONTENTS.

1. Condensed statement of the coal production of regular mining establishments of coal for the United States, by variety, 1880.
2. Averages applicable to coal products from regular establishments, from census of 1870 and 1880.
3. Percentage of gain per ton in coal product sin the United States since the census of 1870.
4. Production of coal in United States, 1883, by States and Territories, showing increase, 1882 to 1883.
5. Production of anthracite coal, in tons, 1880, 1881, 1882, and 1883.
6. Coal production, &c., by industrial fields, and cost.
7 Imports, exports, and home consumption of anthracite and bituminous coals.
8. Coal production of the world, by countries, and showing increase in United States for thirteen years.
9. Prices from anthracite coal companies' circulars.
10. Statement showing general distribution of entire production of anthracite coal in 1883.
11. The Pennsylvania Coal Company.
12. The Cumberland region.
13. Statement of coal carried by Pennsylvania and Reading Railroad, with reported average cost of coal, with partial distribution; also table showing amount of anthracite on hand at tide-water ports on July 31, 1884, with average for year.
14. The Lehigh Valley Company circular prices.
15. Outpnt of Clearfield region in 1883.
16. Average export price of coal for each of the twenty-four years ending June 30—1860 to 1883.
17. The annual average gold and currency prices of anthracite coal in New York market from 1825 to 1882.
18. Average composition of bituminous coals and of anthracite.
19. Weights, evaporative powers per weight and bulk, &c., of coals, bituminous and anthracite.
20. Rate of evaporation of coals and patent fuels.

COAL PRODUCTION, ETC., OF THE UNITED STATES, ABSTRACTED FROM THE COMPENDIUM OF THE TENTH CENSUS OF THE UNITED STATES, BY VARIETY, 1880.

1.—*Condensed statement of the coal production of regular mining establishments of coal for the United States, by variety,* 1880.

	Bituminous.	Anthracite.
Number of States and Territories	24	3
Number of counties	335	10
Number of establishments	2, 990	277
Tons of 2,000 pounds produced in 1880	41, 860, 055	28, 621, 371
Value of product	$52, 427, 868	$42, 139, 740
Value of materials consumed	$4, 860, 493	$6, 732, 592
Men employed	93, 957	54, 616
Boys employed	6, 159	16, 132
Total hands employed	100, 116	70, 748
Wages paid annually	$32, 601, 460	$22, 693, 407
Number of steam engines	855	1, 667
Value of all machinery, including engines	$2, 668, 861	$13, 916, 915
Horse-power of steam-engines	26, 186	105, 807
Capital employed and invested	$103, 109, 807	$154, 504, 336

Besides the above produced by regular mines, there was produced by "farmers' mines" 916,569 tons of bituminous coal. No extra anthracite mentioned, but in Table 5 irregular product of anthracite coal is given as 22,441 tons.

2.—*Averages applicable to coal products from regular establishments, from census of* 1870 *to.* 1880.

	Bituminous.	Anthracite.
Value of machinery per ton raised, 1880	0.06	0.49
Value of machinery per dollar of product, 1880	0.05	0.33
Tons raised per horse-power of machinery, 1880	1,600.00	271.00
Tons raised per horse-power of machinery, 1870	1,287.00	320.00
Value produced per horse-power of machinery, 1880	2,004.00	398.00
Value produced per horse-power of machinery, 1870	2,622.00	786.00
Material used per ton, 1880	0.12	0.24
Material used per ton, 1870	0.12	0.23
Wages paid per ton, 1880	0.78	0.79
Wages paid per ton, 1870	1.24	1.47
Values produced per hand per year, 1880	524.00	596.00
Values produced per hand per year, 1870	841.00	725.00
Tons raised per hand per year, 1880	418.00	405.00
Tons raised per hand per year, 1870	413.00	295.00
Wages paid per hand per year, 1880	326.00	321.00
Wages paid per hand per year, 1870	511.00	433.00
Per cent. of value of production paid for labor, 1880	62.20	53.90
Per cent. of value of production paid for labor, 1870	60.80	59.80
Per cent. of value of production paid for material, 1880	9.30	15.90
Per cent. of value of production paid for material, 1870	5.90	9.40
Capital necessary per dollar of production, 1880	1.97	3.67
Capital necessary per dollar of production, 1870	1.68	1.33
Value of product per ton, 1880	1.25	1.47
Value of product per ton, 1870	2.04	2.46

3.—*Percentage of gain per ton in coal products in the United States since the census of* 1870.

	Bituminous.	Anthracite.
Increase in number of men employed	131.7	24.1
Increase in number of boys employed	455.9	77.6
Increase in number of total employés	140.3	33.2
Increase in value of entire product	49.7	9.5
Increase in tonnage of product	143.4	82.7
Increase in value of material used	135.0	87.0
Decrease in yearly earnings paid per hand	36.2	25.9
Increase in total wages paid	53.1	.....
Decrease in total wages paid	.....	1.4
Increase in total capital	74.8	202.9
Increase in horse-power of engines	95.9	116.2
Decrease in value of yearly product per hand	37.7	17.8
Increase in tonnage raised yearly per hand	1.2	37.3
Increase in per cent. of value of product paid for labor	1.4	.....
Decrease in per cent. of value of product paid for labor	.....	5.9
Increase in per cent of value of product paid for material	3.4	6.5
Decrease in price per ton of product	38.7	40.2

In the preceding table the values of 1870 are, of course, reckoned in the currency of the period.

4.—*Production of coal in the United States.*

States and Territories.	1882.	1883.
	Tons.	*Tons.*
Alabama	800,000	1,400,000
Arkansas	50,000	75,000
California	200,000	200,000
Colorado	947,749	1,000,000
Dakota	.....	50,000
Georgia	175,000	200,000
Idaho	.....	10,000
Illinois	9,115,653	10,508,791
Indiana	1,976,470	2,400,000
Indian Territory	150,000	175,000
Iowa	3,127,700	3,881,300
Kansas	750,000	850,000
Kentucky	1,300,000	1,650,00
Maryland	1,294,316	2,306,17

4.—*Production of coal in the United States*—Continued.

States and Territories.	1882.	1883.
	Tons.	*Tons.*
Michigan	130,000	135,000
Missouri	2,000,000	2,250,000
Montana	30,000	50,000
New Mexico	146,421	250,000
Ohio	9,450,000	8,229,429
Oregon	30,000	60,000
Pennsylvania:		
Anthracite	29,120,096	31,793,027
Bituminous	22,000,000	24,000,000
Tennessee	850,000	1,000,000
Texas	.....	100,000
Utah	250,000	250,000
Virginia	100,000	225,000
Washington	225,000	260,000
West Virginia	2,000,000	2,250,000
Wyoming	631,031	700,000
Total	86,849,436	96,159,719

5.—*Production of anthracite coal.*

Year.	Amount.
	Tons.
1880	23,437,242
1881	28,500,016
1882	29,120,096
1883	31,793,027

6.—*Coal products by industrial fields, and cost.*

ANTHRACITE.

Locality.	Amount.	Price per ton.
	Tons.	
Pennsylvania	28,612,595	$1 47
Rhode Island	6,176	2 50
Virginia	2,600	3 00

BITUMINOUS.

Western Pennsylvania	12,852,654	$0 96
Ohio and West Virginia	7,728,423	1 24
Tennessee and Alabama	817,425	1 35
Missouri, Kansas, and Iowa	2,749,920	1 82
Illinois	6,089,514	1 44
Indiana	1,449,496	1 48
Maryland	2,227,844	1 16
Clearfield, Bradford, and Tioga Counties, Pennsylvania	3,162,193	1 21

7.—*Coal imports, exports, &c.*

ANTHRACITE.

Calendar years.	Production.	Imports.	Total production and imports.	Exports, domestic and foreign.	Retained for home consumption.
	Tons.	*Tons.*	*Tons.*	*Tons.*	*Tons.*
1873	21, 227, 952	2, 221	19, 671, 999	342, 180	19, 329, 819
1874	20, 145, 121	471	21, 228, 423	401, 912	20, 826, 511
1875	19, 712, 472	138	20, 145, 259	316, 157	19, 829, 102
1876	18, 501, 011	1, 428	19, 713, 900	337, 934	19, 375, 966
1877	20, 828, 179	630	18, 501, 641	418, 791	18, 082, 850
1878	17, 605, 262	46	20, 828, 225	319, 477	20, 508, 748
1879	26, 142, 689	488	17, 605, 750	386, 916	17, 218, 834
1880	23, 447, 242	8	26, 142, 697	392, 626	25, 750, 071
1881	28, 510, 016	1, 107	23, 448, 349	462, 208	22, 986, 141
1882	29, 130, 096	36	28, 510, 052	553, 742	27, 956, 310
1883	.....	507	29, 130, 603	557, 813	28, 572, 790

BITUMINOUS.

1873	25, 493, 823	456, 015	.....	242, 456	.....
1874	26, 146, 539	498, 028	25. 991, 851	361, 922	25, 629, 929
1875	26, 869, 726	441, 600	26, 588, 139	203, 194	26. 384, 945
1876	27, 569, 081	407, 853	27, 277, 579	230, 514	27, 047, 065
1877	30, 688, 339	497, 270	28, 066, 351	322, 597	27, 743, 754
1878	31, 525, 322	578, 457	31. 266, 796	342, 598	30, 924, 198
1879	36, 665, 709	491, 473	32, 016, 795	276, 991	31. 739, 804
1880	41, 751, 160	477, 517	37, 143, 226	222, 892	36, 920, 330
1881	48, 816, 918	677, 360	42, 428, 520	191, 058	42, 237, 462
1882	58, 337, 518	851, 334	49, 668, 252	314, 801	49, 353, 451
1883	.....	722, 695	59, 060, 213	463, 136	59, 597, 077

8.—*Coal production of the world.*

Countries.	Coal area.	1882.
	Sq. miles.	*Tons.*
Great Britain	11, 900	156, 499, 977
United States	192, 000	86, 849, 846
Germany	1, 770	65, 333, 925
France	2, 086	20, 803, 332
Belgium	510	17, 590, 989
Austria	1, 800	19, 000, 000
Russia	30, 000	3, 600, 000
Spain	3, 501	900, 000
Nova Scotia	300	1, 365, 811
Australia	24, 840	2, 109, 282
India	2, 000	4, 000, 000
Japan	5, 000	800, 000
Vancouver's Island	390	335, 000
New Zealand	.....	370, 000
Chili	.....	50, 000
Sweden	.....	90, 000
Italy	.....	220, 000

	Year.	Tons.
Total production of coal in United States	1870	32, 860, 690
Do	1883	96, 159, 719
Increase in 13 years, 195 per cent., or	.....	63, 299, 029

The duty on Nova Scotia coal imported to the United States is 75 cents per ton (gold) on the round or coarse coal, and 30 cents on the culm or slack, that is, the coal which passes through bars not wider than three-fourths of an inch. About 10 per cent. of the coal is culm.

9.—*From anthracite coal companies' circulars, giving range of prices during year.*

[The figures of 1882 were supposed to hold good until March, 1883.]

Description.	Free burning, f. o. b.	Lehigh, f. o. b.
Lump	$4 30	$5 25
Grate	4 30	4 50
Egg	4 55	4 55
Stove	4 85	4 85
Chestnut	4 85	4 75

The other changes during the year were as below:

FREE BURNING, F. O. B.

	Lump.	Grate.	Egg.	Stove.	Chestnut.
March 24	$3 90	$3 90	$4 00	$4 20	$4 30
June 30	3 90	3 90	4 15	4 45	4 55
August 28	3 90	4 00	4 30	4 70	4 80

LEHIGH, F. O. B.

March 21	$5 00	$4 25	$4 25	$4 20	$4 20
July 2	5 00	4 25	4 40	4 45	4 45
September 1	5 00	4 35	4 50	4 70	4 50

Circular rates were not realized, and the average net result will be fully 25 per cent. per ton less than above figures.

10.—*Statement showing the general distribution of entire production of anthracite coal in* 1882.

	Gross tons.
To Pennsylvania, New York, New Jersey	19,957,789
To New England States	5,064,775
To the Western United States	2,213,107
To the Southern States, including Delaware, Maryland, and the District of Columbia	1,168,730
To the Pacific coast	49,065
To the Dominion of Canada	616,875
To foreign ports	49,735
Total	29,120,076

11.—*The Pennsylvania Coal Company.*

Tide coal is received at Weehawken, N. J., and at Newburg, N. Y., by the Erie Railroad. This company sells coal to contractors.

Prices in open market as follows:

Description.	Opening, March 17.	Closing, November 30.
Lump	$3 95	$3 95
Grate	3 90	3 90
Egg	3 95	4 10
Stove	4 05	4 40
Chestnut	4 15	4 40

12.—*The Cumberland region (semi-bituminous coal).*

The connections with the tide-water markets are (1) via Baltimore and Ohio Railroad from the town of Cumberland 178, and Piedmont 206 miles west from Baltimore; (2) Chesapeake and Ohio Canal, from Cumberland to Georgetown 184 miles, and Alexandria 191 miles (the boats carry 110 tons, and make the trip in four or five days); (3) Pennsylvania Star-Line Branch, which taps the Cumberland and Pennsylvania Railroad near Mount Savage (this gives an outlet to the Pennsylvania Railroad and its connections for South Amboy, N. J.). There are eighteen companies working in this region. Total output in 1883, 2,544,173 tons.

PRICES AT BALTIMORE.

1880	$3 75
1881	3 75
1882	3 50
1883	2 90

The fall in price in 1883 is due to competition with Clearfield coal and an unusually large output.

The rate of mining is 50 cents per gross ton.

Anthracite coal at tide-water shipping points.

Shipping points.	On July 31, 1884.	Average August, 1883, to July, 1884.
Port Richmond	$54,017 06	$132,739
Williamsburg	1,372 19	16,451
Newburyport	7,170 06	7,763
New Bedford	3,264 03	6,213
Salem	3,188 14	3,924
Greenwich Point	1,826 00	2,794
Canton Pier	5,524 00	4,859
Port Johnston	67,987 16	71,559
Elizabethport	56,850 16	54,351
Perth Amboy	126,425 00	104,682
South Amboy	106,531 00	85,135
Hoboken	121,647 19	96,418
Rondout	110,161 00	80,565
Newburg	6,300 00	7,150
Total	672,266 19	674,603

13.—*Coal carried by Philadelphia and Reading Railroad, with reported average cost of coal, &c.*

Years.	Leases produced.	Philadelphia and Reading Coal and Iron Company.	Average cost at mines.
	Tons.	*Tons.*	*Per ton.*
1873	2,055,565	1,348,838	$2 51
1874	1,802,370	1,374,790	2 45
1875	1,594,741	1,510,572	1 87
1876	1,218,533	1,853,364	1 35
1877	1,389,108	3,794,528	1 04
1878	1,100,181	2,727,608	1 25
1879	1,300,322	4,269,929	1 14
1880	1,235,642	3,460,464	1 43
1881	1,484,992	3,937,607	1 49
1882	1,512,954	4,111,830	1 47
1883	1,491,465	4,582,667	1 40

Philadelphia takes over 1,000,000 tons of Schuylkill coal carried by this company. There is a shipping business of 2,000,000 tons at Port Richmond, and the "line" deliveries aggregate nearly 2,000,000 tons. This company also sends coal through to the

tide-water shipping ports of Elizabethport, N. J., and the West via its connections with the New York Central and Pine Creek route. The coal tonnage originating at collieries tributary to this railroad company is stated to have been 10,487,003 tons during the calender year (ending November 30, 1883), showing it to be the largest anthracite coal carrier.

14.—*The Lehigh Valley Company circular prices.*

The Lehigh Valley Company has its depots in Chicago and Buffalo for the Western trade. Transportation charges were $1.40 per ton from Munch Chunk to Perth Amboy.

The following were the circular prices:

Description.	Opening, March 1.	Closing, November 30.
Lump	$5 00	$5 00
Broken	4 25	4 35
Egg	4 25	4 50
Stove	4 20	4 70
Chestnut	4 20	4 50

15.—*Output of Clearfield region in* 1883.

Output, 1883 (tons 2,000 pounds each)..... 2,857,710

The large output of this coal has lowered the price of Cumberland coal in competition.

COAL PRODUCTION, ETC., OF THE UNITED STATES, ABSTRACTED FROM THIRD QUARTERLY REPORT OF THE CHIEF OF BUREAU STATISTICS, TREASURY, FOR 1883–1884.

16.—*Statement showing the average export price of coal for each of the twenty-four years ended June* 30, 1860, *to* 1883, *inclusive.*

Years.	Bituminous.	Other coals.
	Per ton.	*Per ton.*
1860	$3 96	.....
1861	3 77	.....
1862	3 93	.....
1863	5 31	.....
1864	6 95	.....
1865	10 30	.....
1866	7 51	.....
1867	5 57	$6 40
1868	5 04	5 64
1869	5 47	.....
1870	4 71	6 63
1871	4 22	5 98
1872	4 14	5 29
1873	4 48	5 34
1874	4 39	5 56
1875	4 08	5 66
1876	3 69	5 53
1877	3 18	4 51
1878	3 97	3 15
1879	3 69	3 23
1880	3 12	3 47
1881	3 87	4 52
1882	3 50	4 67
1883	3 44	4 74

17.—*The annual average gold and currency prices of anthracite coal in New York market from* 1825 *to* 1882.

Year.	Price.	Year.	Price.	Year.	Price.
1825	$9 16	1849	5 59	1868	(7 75)
1826	10 91	1850	5 73		5 53
1827	11 33	1851	5 22	1869	(8 83)
1828	10 91	1852	5 44		6 64
1829	10 72	1853	5 72	1870	(5 03)
1830	9 05	1854	6 91		4 30
1831	7 08	1855	6 36	1871	(7 25)
1832	10 21	1856	6 87		6 48
1833	6 82	1857	6 11	1872	(4 87)
1834	6 50	1858	5 22		4 33
1835	6 71	1859	5 31	1873	(4 96)
1836	8 54	1860	5 52		4 36
1837	(9 68)	1861	5 24	1874	(5 67)
	9 26	1862	(5 69)		5 10
1838	(7 89)		5 02	1875	(5 78)
	7 81	1863	(8 66)		5 02
1839	8 10		5 97	1876	(4 66)
1840	7 14	1864	(10 03)		4 19
1841	7 56		4 93	1877	(3 55)
1842	6 35	1865	(11 41)		3 38
1843	5 11		7 26	1878	(3 57)
1844	5 06	1866	(9 50)		3 54
1845	4 83		6 76	1879	2 89
1846	5 72	1867	(7 20)	1880	4 00
1847	5 70		5 21	1881	4 21
1848	5 39			1882	4 33

NOTE.—The figures in parentheses are currency prices.

18.—*Average composition of bituminous coals and of anthracite.*

Coal.	Specific gravity.	Carbon.	Hydrogen.	Nitrogen.	Sulphur.	Oxygen.	Ash.	Percentage of coke.
Welsh	1.32	83.78	4.79	.98	1.43	4.15	4.91	72.6
Duffryn	1.33	88.26	4.66	1.45	1.77	.6	3.26	84.3
Newcastle	1.26	82.24	5.42	1.61	1.35	6.44	2.94	60.67
Scotch	1.26	78.53	5.61	1	1.11	9.69	4.03	54.22
Derbyshire	1.29	79.85	4.84	1.23	.72	10.96	2.4	59.32
Lancashire	1.28	78	5.82	1.32	1	8.75	5.69	60.22
Sydney, S. W	.....	82.39	5.32	1.27	.07	8.32	2.04	58.00
Borneo	1.28	64.52	4.74	.8	1.45	20.75	7.74	.....
Formosa Island	1.24	78.26	5.70	.64	.49	10.95	3.96	.....
Vancouver's Island	.....	66.93	5.32	1.02	2.2	8.7	15.83	.....
Chili, Conception Bay	1.29	70.55	5.76	.95	1.98	13.24	7.52	.....
Chili, Chiriqui	.....	38.98	4.01	.58	6.14	13.38	36.91	.....
Patagonia	.....	62.25	5.05	.63	1.13	17.54	13.4	.....
Van Dieman's Land ..... South Cape	.....	63.40	2.89	1.27	.98	1.01	30.45	.....
Van Dieman's Land ..... Adventure Bay	.....	80.22	3.05	1.36	1.9	4.8	8.67	.....
Cannel, Wigan	1.23	79.23	6.08	1.18	1.43	7.24	4.84	60.33
Cumberland	.....	93.81	1.82	.....	.....	2.77	1.6	.....
Anthracite	1.50	88.54	.....	.....	.52	.....	8.67	.....
Patent, Warlich's	1.15	90.02	5.56	.....	1.62	.....	2.91*	85.1
Patent, Wylam's	1.10	79.91	5.69	1.68	1.25	6.63	4.84	65.8

*Including oxygen.

19.—*Weights, evaporative powers per weight and bulk, &c., of coals.*

[W. R. Johnson and others.]

Coals.	Specific gravity.	Weight per cubic foot.	Steam from water at 212° by 1 pound of fuel.	Clinkers from 100 pounds.	Space required to stow a ton.
BITUMINOUS.					
Cumberland:		*Pounds.*	*Pounds.*	*Pounds.*	*Cubic feet.*
Maximum	1.313	52.92	10.70	2.13	42.30
Minimum	1.337	54.29	9.44	4.53	41.20
Duffryn	1.326	53.22	10.14	.....	42.09
Cannel Wigan	1.230	48.30	7.70	.....	46.37
Blossburgh	1.324	53.05	9.72	3.40	42.20
Midlothian:					
Screened	1.283	45.72	8.94	3.33	49.00
Average	1.294	54.04	8.29	8.82	41.40
Newcastle, Hartley	1.257	50.82	8.66	3.14	44.00
Picton	1.318	49.25	8.41	6.13	45.00
Pittsburgh	1.252	46.81	8.20	.94	47.80
Sydney	1.338	47.44	7.99	2.25	47.20
Carr's Hartley	1.262	47.88	7.84	1.86	46.70
Clover Hill, Va	1.285	45.49	7.67	3.86	49.20
Cannelton, Ind	1.273	47.65	7.34	1.64	47.00
Scotch, Dalkeith	1.519	51.09	7.08	5.63	43.80
Chili	.....	.....	5.72	.....	.....
Japanese, Takasima	1.231	48.30	.....	.....	.....
ANTHRACITE.					
Peach Mountain	1.464	53.79	10.11	3.03	41.6
Forest Improvement	1.477	53.66	10.06	.81	41.7
Beaver Meadow, No. 5	1.554	56.19	9.88	.60	39.8
Lackawanna	1.421	48.89	9.79	1.24	45.8
Welsh, Jones & Co	1.375	58.25	9.46	.....	38.45
Beaver Meadow, No. 3	1.610	54.93	9.21	1.01	40.7
Lehigh	1.590	55.32	8.93	1.08	40.5
Patent, Warlich's	1.150	69.05	10.36	.....	32.44

20.—*Rate of evaporation of coals and patent fuels.*

Fuels.	Rate of evaporation or pounds evaporated per hour.	Weight per cubic foot.	Steam from water at 212° by 1 pound of fuel.
	Pounds.	*Pounds.*	*Pounds.*
Coals:			
Newcastle	448	53.1	9.05
Lancashire	411	49.8	8.37
Scotch	448	49.7	7.94
Derbyshire	431	50.	7.7
Patent fuel:	433	47.2	7.58
Warlich's	458	69.	10.36
Livingstone's	484	65.6	10.03
Lyon's	409	61.1	9.58
Wylam's	419	65.	8.9
Bell's	549	65.3	8.53

Respectfully submitted.

FRANK R. HEATH,
Ensign, U. S. N., and Recorder of Board.

Approved:
D. B. HARMONY,
Captain, U. S. N., Senior Officer of the Board.

No. 4.

COAL IN ALASKA.

[Extract from Dall's "Alaska and its Resources," (1869).]

Page 473. "The following is a list of the known localities of coal up to the date of writing:

"Port Gardner, Hood's Bay, Admiralty Island (good bituminous, used by the Saginaw in 1868); Hamilton Harbor, on the east side of Kake Strait (a vein of good bituminous coal opened in July, 1868); Kruznoff Bay, Admiralty Island; Kuin Island; Kuprianoff Island; Port Camden, Kake Strait (a 6-inch vein reported in hard rock, with a southerly dip of 35°); Saint John's Bay, Baranoff Island (fragments in *debris* of a glacier; recent reports state that the vein has been discovered, and the coal successfully used in a United States steamer); Coal Harbor, Unga Island (examined by Dall in 1865); coal poor quality, in thin veins, much mixed with slate and silicified wood, quite valueless; southwest of Aliaska (black lignites, Ermon); Cape Beaufort, Arctic coast (a small vein of true Carboniferous coal); Ahkun (coal said to occur by Lütke); Unalaska, near Captain's Harbor (small lignite veins according to Vernaminoff); Atka (lignite of poor quality found near Sand Bay); Amchitka (lignite); Wrangell Harbor (coal reported of good quality by General Halleck); and, finally, Cask's Inlet. In the latter locality are found two most promising deposits.

"North of Cape Harichkoff the coal is found in two parallel layers; they are variously reported from 18 inches to 7 feet in thickness, and are found from 36 to 60 feet below the top of the bank. Farther to the north a third layer appears. They continue nearly to Cape Nenelchek with a north-northeast dip, and appear again on the north side of the cape, and then continue, first with a south-southeast dip, and afterwards horizontally to the mouth of a small stream. The coal is Tertiary, and like most Tertiary coals, is inferior to the Carboniferous coals, both in quality and thickness of seams."

* * * * * *

Page 475. "Anthracite coal has been several times reported from various ports of Alaska. It is probable that the specimens collected may owe their quality to the local metamorphism of the rocks by heat rather than to the general character of any large deposit. * * * Commercially speaking, a vein of coal less than three feet thick (of clear coal) is of very little value, except for local use." * * *

The annexed table will show at a glance the comparative value and composition of the coals of the different formations on the west coast of America, and the best Carboniferous coals of Pennsylvania and England. It shows superiority of Cask's Inlet coal, not only over all the Miocene coals, but also over all the Cretaceous coals of the Pacific slope.*

Formations.	Moisture.	Fixed carbon.	Valuable combustible matter.	Ash.	Sulphur.	Variety.
Carboniferous						
Pittsburgh, Pa	2.34	55.82	34.31	7.16	?	Bituminous.
Ormsby, Pa	4.00	66.56	26.93	2.50	?	Do.
Kentucky	2.00	56.01	37.89	4.10	.....	Cannel.
Lehigh, Pa	2.34	88.05	2.94	6.66	.....	Anthracite.
Newcastle, England	0.99	61.70	33.55	3.75	0.23	Bituminous.
Cretaceous:						
Nanaimo, Vancouver's Island	2.98	46.31	32.16	18.55	?	Lignitic.
Bellingham Bay	8.39	45.69	33.26	12.66	.....	Do.
Mount Diablo, California (best black diamond).	14.69	46.84	33.89	4.58	.....	Do.
Miocene:						
Coos Bay, Oregon	20.09	41.98	32.59	5.34	?	Do.
Carbor Station, Pacific Railroad	11.60	57.67	27.68	6.17	2.90	Do.
Week's River, Pacific Railroad	9.45	26.21	58.32	3.64	2.40	Do.
Cask's Inlet	1.25	49.89	39.87	7.82	1.20	Do.

*The analysis of the Alaska coal was due to Prof. J. S. Newberry, of the School of Mines, Columbia College, New York, and State geologist. He says: "This coal is fully equal to any found on the west coast, not excepting that of Vancouver's Island and Bellingham Bay."

[Extract from "Report upon the Customs Districts, Public Service, and Resources of Alaska Territory," by William Gouverneur Morris, Special Agent Treasury Department, 1879, p. 103.]

"Alaska is full of coal. It can be found cropping out all along the coast, islands, and interior. Professor Blake is authority for the following, taken from his report upon the mineral resources of the Territory in 1868:

"'Coal beds have been worked by the Russians at several points, but chiefly at Kenai on Cook's Inlet. The quality, however, is not equal to that of Nanaimo on Vancouver's Island, to the southward. It is here important to note that many islands along the northwest coast from Vancouver's northward are not formed of volcanic rocks as generally supposed, and stated by some writers, but they consist of stratified formations, chiefly sandstones and shells, which are favorable to the existence of coal beds, indications of which have been found at various points. It is probable that the formations of Baranoff on Sitka Island and Prince of Wales Island, indeed, of all the islands of that extensive archipelago, are equivalents in age of coal-bearing strata of Vancouver's and Queen Charlotte Islands. On the latter the existence of beds of a very superior quality of anthracite has lately been made known, and samples of it have been tested at San Francisco with satisfactory results. The extent and value of these beds have not been ascertained, but their existence is a most significant fact, and suggests that a continuation of them may be found in a prolongation of the same formation in the islands to the northward within the limits of the recently acquired territory. The points at which I made an examination of the stratified rock formations were at Sitka and the adjoining islands, and at the mouth of the Stickeen River. At these places they consist of sandstones and shales regularly stratified, and passing in some places into hard slate, which project along the shores in thin knife-like reefs.

"'Coal has been noted upon the island of Ounga, on the west side of Iakharooskai Bay, in two places. The beds are horizontal and are probably lignite. Vancouver noted coal on Cook's Inlet. The miners who worked for gold upon the upper part of the Stickeen River in 1862 and 1863 reported coal as existing there. Coal of superior quality in broken and drifted specimens has recently been found by my brother, Mr. Theodore A. Blake, geologist of the Alaska expedition of 1867, along the course of a small stream which empties into Saint John's Bay, north of Sitka. The beds could not be found, and their extent is consequently unknown.'

"Captain White, U. S. R. M., says:

"'I have seen coal veins over an area of 40 or 50 miles, so thick that it seemed one vast bed. It has excellent steam quality, leaves a clear white ash. It comes out in cube blocks, bright and clean; it does not cake, the quantity seems to be unlimited. This bed lies northwest of Sitka, up Cook's Inlet or Bay, which extends to nearly 61° N., and broadens into a sea in some parts.'

"Morris says: 'I had some specimens of coal taken from Admiralty Island submitted to me at Wrangell, and gave them to the acting chief engineer of the Walcott (revenue cutter), to be tested. He said, as a result of trial: "Coal, bituminous; free burning; comparatively little smoke; intense bright, white heat, and retaining its form similar to English cannel. Judge it valuable as grate and steaming coal."

"'I am credibly informed that immensely valuable coal deposits exist on Kon Island in the Alexander Archipelago.

"'Back of Sitka, at Kake and Kaatzao, are coal mines, no one knows how extensive. At Jarkow and Chitkat the coal crops out in abundance, and to the westward of Sitka, it is the testimony of all the traders, that coal can be found almost at any place one chooses to land.'" (The latter is on the authority of Major Dodge, Sitka.)

[Extract from Alaska Coast Pilot, 1869.]

"Eighty miles distant from Victoria, on the eastern side of Vancouver's Island, extensive deposits of coal occur, known as the Nanaimo mines. These mines were opened in the year 1852 by the Hudson Bay Company, but have since passed into the hands of other parties.

"The total shipment of coal from the year 1852 to 1869 probably exceed 200,000 tons. The shipments for the year 1864 were 29,042 tons. The coal is highly bituminous, well suited for household use and steaming purposes. The beds are known to belong to the Cretaceous period, and are much upheaved and faulted, rendering their operation difficult and expensive.

"The coal is furnished on the wharf at Nanaimo at $6 (gold) per ton.

"In 1868 a mine of the best bituminous coal yet found on our Pacific coast was opened by the United States steamer Saginaw at Mud Bay, Admiralty Island."

[Cruise of the Corwin, Captain Hooper, U. S. R. M.]

"About 8 a. m. we anchored off a coal mine, which, upon examination, was found to consist of several veins, varying in thickness from 1 to 4 feet, lying in a north-northwest and south-southeast direction, and dipping to the south-southwest at an angle

of 45°. Six of these veins were found. * * * We experienced some difficulty at first, owing to the ice and snow and a lack of proper appliances for mining, and later in the season on account of the surf on the beach. However, we succeeded at this time in getting about six tons, and found it to be of fair quality, very similar to the coal of Seattle, Washington Territory. It burns freely, making very little smoke, but a large amount of ashes; it burns well in the stove. The location of the vein is latitude 68° 50′ N., longitude 164° 55′ W. * * * There is good anchorage with a southerly wind, within half mile of shore, in four fathoms of water, and fair holding-ground. It is well marked by a peculiar headland, which terminates seaward in a perpendicular cliff of sandstone and shale, some 400 feet high. The veins of coal on the face of the cliff can be seen distinctly at a distance of 1 mile. About 8 miles east of this, at Cape Beaufort, is a small vein of coal, &c.

"Our supply of coal being low, and there being but twenty-five tons at St. Michael's, with the season's work only half completed, it was decided to return to Plover Bay and fill bunkers from the coal stored there by the Russian Government. * * * Determined to get sufficient coal from the mine previously mentioned to enable us to make one more effort to reach Herald Island before going to Plover Island to fire up.

"*Mining coal for the Corwin.*—We arrived at the mine on the morning of the 31st, and commenced coaling, but owing to high winds and a rough sea this was attended with many difficulties, and but slow progress was made. At times we were compelled to stop coaling entirely, the wind blowing so hard that the boats could not pull back and forth. The boats were moored stern to the beach, just clear of the breakers, and the coal, after being sacked, was carried out by the men through the breakers. In this way we succeeded in getting some fifteen tons, working until the surf became so heavy that the men could not make way against it, being frequently washed back upon the beach, coal and all."

Respectfully submitted.

FRANK R. HEATH,
Ensign U. S. N., and Recorder of Board.

No. 5.

MEMORANDUM OF ASSISTANT NAVAL CONSTRUCTOR FRANCIS T. BOWLES, U. S. N., GIVING CERTAIN INFORMATION AS TO THE COAL SUPPLIED TO THE SHIPS OF THE ENGLISH NAVY.

NAVAL ADVISORY BOARD,
Washington, July 5, 1884.

SIR: I have the honor to submit herewith for the consideration of the Board a memorandum on the advantages of the use of semi-bituminous coal, and a memorandum giving certain information as to the coal supplied to the ships of the English Navy.

I regret that the pressure of my duties prevents me from making the data submitted more complete, and requires me to limit to brief and cursory remarks the consideration of this very important matter.

Very respectfully, your obedient servant,

FRANCIS T. BOWLES,
Assistant Naval Constructor, U. S. N.

Commodore S. B. LUCE, U. S. N.,
President of the Board on Coal for the Navy.

MEMORANDUM ON THE USE OF SEMI-BITUMINOUS COAL.

It is the intention to show briefly and distinctly the important advantages derived from the use of free-burning coal in war ships from a naval architect's point of view, and to incidentally remark upon the contingent qualities and results.

From the time of the extensive introduction of steam in the English navy to the year 1869, Welsh semi-anthracitic coal was exclusively used on account of its smokeless qualities. It was found, however, that this coal deteriorated by exposure in coaling ports and disintegrated from exposure and transportation to such an extent as to cause not only serious waste, but serious lack of evaporative power.

Then an effort was made to introduce a softer coal and North Country coal, not as a substitute for Welsh, but to burn with it.

An order of the Admiralty to this effect, as an economical measure, met with the most violent opposition in naval circles, and several years elapsed before this was overcome. From 1872 to the present time a softer grade of Welsh coal has been used, and this mixed with North Country semi-bituminous coal in proportion varying from one-half to two-thirds Welsh in the mixture

The chemical constituents of the coal supplied are as follows:

Constituents.	Welsh: Aberdare.	North Country: Hartley.
Carbon	86. 80	78. 65
Hydrogen	4. 25	4. 65
Oxygen and nitrogen	3. 06	13. 36
Sulphur	. 83	. 55
Ash	4. 40	2. 49
Water	. 66	.....

These coals when supplied fresh from the mines to naval vessels on trials give results about thus: 18 to 21 pounds of coal burnt per square foot of grate per hour with natural draft; indicated horse-power per square foot of grate from 8 to 11, and evaporation per pound of coal in pounds of water from and at 212°, of 8 to 9 pounds.

In merchant ships the consumption on long voyages varies from 15 to 18 pounds per square foot of grate per hour; 7 to 10 indicated horse-power per square foot grate and about 9 pounds evaporation.

With the assistance of Assistant Engineer H. P. Norton, I have prepared the following small table of comparison of these results from carefully selected data:

Name.	Indicated horse-power per square foot of grate.	Ratio of weight of boilers and water to total weight of machinery.	Weight of boilers and water per indicated horse-power.
			Pounds.
U. S. S. Trenton	*6. 6	.50	327. 4
U. S. S. Adams	4. 16	.45	320. 4
U. S. S. Quinnebaug	4. 6	.40	281. 6
U. S. S. Miantonomoh	†4. 3 ‡3. 86	.43	†291 ‡326
H. B. M. S. Inflexible	10. 4	.55	198
H. B. M. S. Conqueror	8. 0	.....	200
H. B. M. S. Carysfort	8. 7	.60	208
H. B. M. S. Satellite	10. 15	.62	211

*Cardiff coal. †Calculated. ‡Actual.

The performance of the Trenton was made with Cardiff coal, and would doubtless have more nearly approached the English results, notwithstanding that the best quality of coal was not used, had not the internal arrangements of the ship rendered it impossible to bring coal to the fires as fast as it could be burned.

The ratio, indicated horse-power to square foot of grate, is for our ships nearly one-half the English, and the weight of boiler per indicated horse-power about 3 to 2. There is no doubt whatever that the great disparity in these figures is mainly, if not wholly, due to the use of anthracite coal in our furnaces.

It may be that part of this difference is due to the different conditions of trial, but this has been borne in mind and I believe the comparison to be a fair one.

Incidentally I cannot refrain from calling attention to anomaly discovered in making this table, namely, that though we use so much more weight of boiler to produce the same power, still the ratio of weight of boilers and water to total weight of machinery is less in the United States Navy, showing that our engines must be enormously heavier than the English.

The results of the above table justify the remarks made in my article on "Our New Cruisers" which, as they refer directly to the point in question, I beg leave to quote.

"It has been the custom to put into our naval vessels about 50 per cent. more grate surface for corresponding power than is customary in any national or merchant marine, the object being to use anthracite instead of soft coal, the rates of combustion being in ratio of 1 to 1½–2. According to an eminent authority, 'the advantages of anthracite over semi-bituminous coal are freedom from dust and smoke; both important in a war vessel, but particularly the latter.' The same writer goes on to demonstrate the commercial value of these qualities by saying, 'They have to be paid for in enormous excess of boiler required. So strongly marked is the inferiority of anthracite in this respect, that none of the transatlantic steamers voyaging to our ports use it for their return trips, although its cost per ton is fully one-third less (?). They prefer to pay this greater price rather than submit to the disadvantage of loss of speed or larger boiler.' It is well known to naval officers that our vessels on foreign cruises never obtain or try to obtain anthracite coal after leaving home. The fact is, that the neatness and cleanliness of our fine frigates have been obtained at a tremendous sacrifice of efficiency as war vessels. The question of smoke is more a bugbear than anything else in a high-speed ship; for, in the first place, the best quality of Cumberland coal makes little or no smoke with properly designed furnaces and careful firing; the soft coal used in the British and French navies is not objected to on that account. In connection with the argument that a smoky fire, lasting even a few minutes, reveals the ship's presence to the enemy, it may be well to recall the fact that the blockade-runners put their faith in free-burning coal, and with the extra speed obtained from forcing the fires escaped in full view of the blockaders. The weight saved in the weight of machinery of the Chicago by designing on the basis of soft coal amounts to more than the whole weight of the armament, or two days' coal supply at full power, or, two things being the same, it would have been impossible to carry a protective deck."

Therefore, unless we can use free-burning coal we shall be heavily handicapped in producing vessels to compare favorably with those built abroad.

Supposing these points are acknowledged, the difficulty presents itself of obtain-

ing the semi-bituminous coal of proper quality and providing that it shall be accessible to our vessels.

That such coals exist and are mined in this country there can be no doubt; but it is doubtful if they can be regularly and reasonably obtained in market.

The Report on the Mineral Resources of the United States, by Mr. A. Williams, jr., of the United States Geological Survey, shows the localities from which such coal can be obtained.

The only suitable coal which I can cite at present is the Broad Top semi-bituminous from the Powelton mines, Clearfield County, Pennsylvania, of which this following analysis is furnished:

Fixed carbon	78.31
Volatile	15.00
Sulphur	1.15
Ash	5.54

It seems that some allowance must be made in comparing this analysis with those given of English coals, for apparently the combined carbon is placed under the head of volatile matter.

Respectfully submitted.

FRANCIS T. BOWLES,
Assistant Naval Constructor, U. S. N.

JULY 5, 1884.

No. 6.

DESCRIPTION OF COAL SUPPLIED TO HER BRITANNIC MAJESTY'S NAVY.

The descriptions of coal are, Welsh, North Country, patent fuel, and the following local coals used exclusively on foreign stations: Pictou, from Nova Scotia; Nanaimo, from British Columbia; Lota or Coronel coal, from Chili; Australian coal, from Newcastle and Woolengong, New South Wales; Labuan coal, from the island of Labuan; Takasima coal, from Japan.

The Welsh coals used for the royal navy lie in four valleys, the Aberdare, Rhondda, Rhondda Vale, and Merthyr, in the southeastern part of the South Wales coal-field. The following list shows the coal obtained from each valley:

Locality.	Name of coal.	Proprietors.
Aberdare	Nixon's Navigation*	Saxon, Taylor & Co.
	Penrikiber*	Cory Bros. & Co.
	Powell's Duffryn	Powell Duffryn Coal Company.
	Plymouth*	Stephenson, Clark & Co.
Rhondda	Cambrian Navigation	Riches & Co.
	Hood's Merthyr	Glamorgan Coal Company.
	Ocean Merthyr	D. Davies & Co.
	Cory's Merthyr*	Cory Bros. & Co.
	Yugsfaio	.....
	Insole's Merthyr	.....
	Lewis	.....
Rhondda Vale	Ferndale	D. Davies & Co.
	Tyler's Merthyr	Tyler & Co.
	Standard Merthyr	Ynishir Steam Coal Company.
Merthyr	Cyfartha*	Crawshay Bros.
	Harris Deep Navigation	Harris Navigation Coal Company.
	Dowlais*	Dowlais Coal and Iron Company.

NOTE.—Those marked * are slightly harder on the whole than the others.

Standard Merthyr and Davis-Merthyr are considered too soft for exportation, as they disintegrate more if long in store.

All Welsh coals are semi-anthracitic and smokeless, or nearly so, but there are differences between them in proportion as they differ in situation; those near the southern end of the valleys being softer and a little more bituminous, and those near the northern end harder and drier.

NORTH COUNTRY COAL.

The North Country coals used are bituminous coals lying north of the Tyne in Northumberland, in the same coal basin. They are Cowpen Cambois Hartley, West Hartley Main, Hasting's Hartley, and Davison's West Hartley. They are used in conjunction with Welsh coal, as the Welsh small coal can only be burned with bituminous coals, and because the Welsh, disintegrating rapidly, both in transit and from exposure to weather, is wasteful unless mixed with other sorts.

A Lancashire coal, Coigan Hartley, Pemberton 4-foot seam, from the mines of Messrs. Pearson & Knowles, is also used. It is essentially the same in quality as the Northumberland coal.

PATENT FUEL.

Patent fuel is manufactured by four selected firms: Cambrian Fuel Company (Cambrian Harp Brand); the Crown Preserved Coal Company (Crown), Heath & Co. (Star), and the Atlantic Patent Fuel Company (Atlantic).

The specification is as follows:

The whole of the patent fuel to be supplied under this contract is to be made from the ———* small of best ———* steam coal, washed, if necessary, previous to manufacture, and to be clean, good, merchantable, and well conditioned at the time of shipment.

The number of pounds of water evaporated by 1 pound of the fuel to be not less than 9 pounds; the number of pounds of water evaporated per square foot of fire-

* To be filled in with name of the coal from which the fuel will be made.

grate per hour to be not less than 200 pounds, when tried in the coal-testing boiler at Portsmouth dock-yard, and the combined percentage of clinker and ash not to exceed 6 per cent. The blocks to measure ———* and to weigh about ———* pounds each. The quantity of pitch used in the manufacture not to exceed ———* per cent., and the pressure to be applied to each block to be not less than ———* pounds per square inch.

The weight of the blocks varies from about 9½ to 28 pounds; the quantity of pitch used is about 8 or 9 per cent., and the pressure applied to the fuel varies from 700 to 1,420 pounds per square inch. The best South Wales small coal is used in the manufacture.

The following are the local coals which are used exclusively on foreign stations:

Halifax.—Pictou coal, produced from mines in Nova Scotia. It is bituminous and smoky, and is mixed, as a substitute for North Country, Welsh coal.

Esquimalt.—Nanaimo coal, raised from mines in Vancouver's Island, is an inferior bituminous coal. It is used alone.

Lota, or Coronel, raised from mines in Chili. It is something like second-class Welsh coal.

Australia and China.—Newcastle, Wallsend, bituminous coal, raised from mines about 60 miles north of Sydney; nearly akin to—

English North Country and Woolongong, resembling a second-class Welsh coal, raised from mines about 30 miles south of Sydney.

Takasima.—This is a bituminous Japanese coal, used with Welsh, and said to be nearly equal to North Country.

In addition to the descriptions of coal and patent fuel above mentioned, Her Majesty's ships frequently purchase other kinds of coal, dependent upon what may be procurable at the different ports at which they call, and where there are no contracts or depots.

PROPORTIONS OF COAL SUPPLIED TO HER MAJESTY'S SHIPS.

Chatham, Sheerness: One-half Welsh, one-half North Country.
Other home depots: Two-thirds Welsh, one-third North Country.
Troop-ships: All Welsh coal.
Engine trials, yachts, and dispatch vessels: Nixon's Navigation is to be used.

This information was obtained from official documents.

Respectfully submitted.

FRANCIS T. BOWLES,
Assistant Naval Constructor, U. S. N.

JULY 3, 1884.

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* To be filled in by parties tendering.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. 26, Part 2.

LETTER

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING

A chart which should have accompanied report transmitted on the 8th instant relative to the merits of anthracite and bituminous coal for the Navy.

JANUARY 12, 1885.—Referred to the Committee on Naval Affairs and ordered to be printed.

COMPARATIVE MERITS OF COAL FOR NAVAL USES.

NAVY DEPARTMENT,
Washington, January 12, 1885.

SIR: Referring to the Department's letter of the 8th instant, with which was transmitted a copy of the report of board of officers to investigate and report upon the comparative merits of anthracite and bituminous coal for ordinary naval uses, I have the honor to transmit a chart which should have accompanied that communication.

Very respectfully,

WM. E. CHANDLER,
Secretary of the Navy.

Hon. GEORGE F. EDMUNDS,
President pro tempore of the Senate.

O

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 27.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In answer to Senate resolution of December 8, 1884, report of Engineers, showing the necessity for the enlargement of the basin at Block Island, Rhode Island.

JANUARY 9, 1885.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 8, 1885.

The Secretary of War has the honor to transmit to the United States Senate a letter from the Chief Engineers, dated the 6th instant, and its accompanying copy of a report of Lieut. Col. George H. Elliot, Corps of Engineers, the same being transmitted in response to the resolution of the Senate of December 8, 1884, as follows:

Resolved, That the Secretary of War be, and he hereby is, directed to communicate to the Senate, without unnecessary delay, whether there exists a public necessity for the enlargement of the basin or harbor inside the breakwater at Block Island, R. I., for the proper accommodation of the shipping seeking refuge at that place, and if so, to what extent should such enlargement be made, and what would be the probable cost thereof.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

OFFICE OF CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., January 6, 1855.

SIR: In answer to a resolution of the Senate of December 8, 1884, calling for information as to the necessity for the enlargement of the basin at Block Island, R. I., and, if so, to what extent, and its probable cost, I have the honor to submit herewith a copy of a report to this office from Lieut. Col. George H. Elliot, Corps of Engineers, in charge of the improvement of that harbor, containing the information desired.

The resolution of the Senate is herewith returned.

Very respectfully, your obedient servant,

JOHN NEWTON,
Chief of Engineers, Brig. and Bvt. Maj. Gen.

Hon. ROBERT T. LINCOLN,
Secretary of War.

ENLARGEMENT OF THE BASIN OR HARBOR INSIDE THE BREAKWATER AT BLOCK ISLAND, RHODE ISLAND.

ENGINEER OFFICE, UNITED STATES ARMY,
Newport, R. I., December 30, 1884.

GENERAL: I have the honor to acknowledge the receipt of a copy of the following resolution of the Senate of the United States:

IN THE SENATE OF THE UNITED STATES,
December 8, 1884.

Resolved, That the Secretary of War be, and he hereby is, directed to communicate to the Senate, without unnecessary delay, whether there exists a public necessity for the enlargement of the basin or harbor inside the breakwater at Block Island, R. I., for the proper accommodation of the shipping seeking refuge at that place, and, if so, to what extent should such enlargement be made, and what would be the probable cost thereof.

Attest:

ANSON G. McCOOK,
Secretary.

In compliance with the directions contained in an indorsement on the above resolution, I beg leave to submit the following report:

The harbor of refuge at Block Island, which is entirely an artificial harbor, is at the southern end of the curve which forms the eastern side of the island. Before its construction Block Island had no harbor. The only vessels used were open boats, which on the approach of storms were hauled up on the beach by oxen. The largest of these boats were of about ten tons burden.

The works consisted of a main breakwater, which extends northerly from the shore, a distance of about 1,900 feet, forming the outer harbor, and the inner harbor or basin referred to in the resolution of the Senate.

The inner harbor lies in the western angle between the breakwater and the shore. It is about 300 feet by 250 feet in area and has an opening about 80 feet wide (60 feet in the clear), on the north side, through which vessels pass to and from the outer harbor.

It was at first dredged to a depth of 7 feet at mean low water. Afterwards it was dredged to a depth of 9 feet, and the bottom of a large part of the outer harbor was cleared of bowlders.

The main breakwater, except for a distance of about 300 feet from the shore, where it forms the eastern side of the inner harbor, is constructed of riprap granite. It is 35 feet wide at the top, which is 6 feet above mean high water. The inner slope is 1 on 1 and the outer slope is 1 on 2.

The eastern, northern, and western sides of the inner harbor are of crib-work constructed (in 1871–'72) of spruce timber, resting at about the level of low water, on a riprap foundation, and filled with stones gathered on the island.

The crib-work on the eastern side, which is most exposed to the force of the waves, became so much decayed that an interior wall of masonry was constructed during the last year to protect the inner harbor when the crib-work on that side is carried away by the sea.

The crib-work on the two other water sides of the inner harbor is also very much decayed, and will soon be liable to destruction in heavy storms.

A plat exhibiting the bottom of the outer harbor as it was found by the survey of 1878, and also by the survey which I caused to be made last August, shows that there was much shoaling—3 feet in some places—between the times of the two surveys.

The material for this shoaling comes from the high cliffs at the southward and eastward of the harbor, which are constantly being undermined by the sea, and also from the shore, which extends from the harbor to the northward and westward.

The former material is carried along outside the main breakwater, a part of it passing through the interstices of the riprap forming a parallel bank inside, which does not encroach much upon the anchorage.

Another portion passes through the gap in the main breakwater, and is doubtless afterwards brought farther into the outer harbor in northerly storms, causing a general shoaling of the harbor.

After the closing of the gap, which is to be done by means of the appropriation of July 5, 1884, some material will probably pass around the outer end of the main breakwater and be carried into the outer harbor as before.

The quantity of material which comes from the shore to the northward and westward of the harbor is very large, as is shown by the great amount of filling in the angle between this shore and the harbor works.

UTILITY OF THE INNER HARBOR.

The eastern shore of Block Island, on which the harbor of refuge is situated, is exposed to the full force of the waves of the Atlantic. In northerly storms especially, small vessels cannot lie with safety in the outer harbor, and even in northeasterly and easterly storms the swell which makes round the extremity of the main breakwater is so heavy that none except large vessels will remain outside, unless for want of room they cannot get into the inner harbor, which, although made for the temporary purpose of sheltering the vessels that carried stone from the main land for the main breakwater in the earlier periods of its construction, has proved one of the most beneficial works in my district. At night, especially in bad weather, it is always filled to its full capacity.

On a recent visit to Block Island I counted fifty-nine fishing and other vessels crowded into this little area, and larger numbers would have availed themselves of the complete shelter which it affords, except for the want of room.

Appended to this report, I send a copy of a letter containing the statistics of the use of the inner harbor during the last year, which have kindly been furnished by the Hon. Nicholas Ball, a prominent citizen of Block Island, at my request.

These statistics confirm the judgment derived from my own observation, that the size of this excellent refuge is entirely inadequate to the requirements of local and coasting vessels, and that it would not be good policy to replace by masonry walls the decayed crib-work, retaining the present size of the inner harbor.

I intended to submit these views to the Chief of Engineers in my next annual report, and I am gratified at this earlier opportunity, furnished by the Senate resolution, of stating that, in my judgment, the enlargement of the inner harbor is a public necessity, and of submitting the following plan for it:

PROPOSED ENLARGEMENT OF THE INNER HARBOR.

From the shore west of the inner harbor, and at a distance of about 1,000 feet from it (1,300 feet from the prolongation of the line of the main breakwater), there is an old jetty which was constructed upon a

bowlder reef which projected from the shore at this point and extends out to about 300 feet from the high-water line. This jetty, which was built of rounded bowlders found on the island, had not much stability, and has become much flattened down by the sea.

I propose to build up on this jetty, and to extend it about 200 feet on a line parallel to and distant about 950 feet from the main breakwater; thence the western part of the proposed inner breakwater follows an arc of 90 degrees, with a radius of 150 feet, and connects with the northern part, which is on a line running at right angles with the main breakwater, and intersecting it at a point about 650 feet from the outside of the crib-work forming the north side of the present inner harbor, or about 950 feet from the Government wharf on the south side of this harbor.

The inner breakwater is to be constructed of granite riprap 4 feet wide on the top, which is to be 5 feet above mean high water. The western part to have side slopes of 1 on 1, the northern part to have a slope of 1 on 1 on the inside, and a slope 1 on 1½ on the outside. The shore end of the western part above the low-water line is to be constructed of crib-work filled with stone.

At a distance of about 150 feet from the main breakwater, or, more exactly, 150 feet from the 6-foot curve of the submerged bank on the inside of this breakwater, I propose to leave in the inner breakwater an opening, on each side of which there is to be constructed a pier-head of dry masonry, protected by fender-piles in the usual manner, leaving the opening 100 feet wide in the clear.

The northern part of the inner breakwater, which is on the most exposed side, should be built first. This would allow us to remove the crib-work which forms the northern side and a part of the western side of the present inner harbor, and to use the stone filling and foundation—say 4,000 tons—on the western side of the enlarged harbor.

The area of the present inner harbor is about 1¾ acres. The area of the proposed harbor, inclosed between the low-water line on the shore and the inner breakwater, is about 18¾ acres. About 5 acres are inclosed within the curve of 9 feet at mean low water, 9½ acres within the 6-foot curve, and 15 acres within the 3-foot curve.

Experience has shown that the depth gained by dredging in the present inner harbor is permanent, and it will doubtless be found that the shoaling of that part of the outer harbor which it is proposed to include within the new works will be stopped, since the littoral sands now brought in by the waves from the westward, and the sands which are now brought in through the gap in the main breakwater, and which, when it is closed, may be brought in around its extremity, will be arrested; the former by the western part and the latter by the northern part of the proposed inner breakwater.

It is probable that, for the purpose of sheltering the larger class of vessels in the outer harbor in northerly and northeasterly storms, and of quieting the water in that harbor in all storms from the eastward, it may be found necessary at some time in the future to extend the main breakwater in a westerly direction 1,000 or 1,200 feet, or to such distance as may be desired, leaving an opening between it and the present head of the breakwater.

The area of the enlarged inner harbor for small vessels (nearly all of the vessels which now use the harbor of refuge at Block Island are of this class) is not as large as I would have proposed, except that I do not wish to encroach so much on the area of the outer harbor as to impair its usefulness for large vessels, the number of which seeking refuge at

Block Island is likely to increase, especially in case the main breakwater is extended as above mentioned.

If deemed desirable, however, when we come to the construction we can make the northern part of the inner breakwater on a line 100 or 200 feet further north with but little increase of expense.

The Government wharf, which occupies the land side of the present inner harbor, is the only wharf at Block Island, except a private wharf which was built some years since outside the inner harbor and on the inside of the main breakwater, by permission of the Secretary of War. The latter wharf is used only in summer, and by steamers which carry visitors and excursionists from and to the mainland. The Government wharf is always overcrowded with the traffic of the island. All the freight carried to and from the island is brought here, and at it are landed the United States mails and the supplies for the four light-houses, which are on the island, and the steam fog-signal.

The enlargement of the inner harbor will allow additional private wharves to be built within it, and thus relieve the Government wharf, but the building of such wharves should only be by authority of the Secretary of War and under such conditions as may be prescribed by him.

In the following estimate of the cost of the proposed enlargement I have not included any dredging of the area proposed to be included within the inner harbor. None will be necessary in the first instance, and when it becomes so it can be done gradually and as the wants of the harbor may require. As before suggested, any additional depth which may be gained by dredging in the enlarged inner harbor will be permanent.

ESTIMATED COST OF THE PROPOSED ENLARGEMENT.

21,120 tons of riprap granite, at $1.65 per ton	$34,848
Removing 4,000 tons of stone from the cribs which form the sides of the present inner harbor to the proposed inner breakwater, at 50 cents per ton	2,000
Breaking up and removing the old cribs	200
Building new crib-work above the low-water line at the inner end of the western part of the proposed inner breakwater	520
334 cubic yards of dry stone masonry in the pier-heads at entrance to the new harbor, at $11 per cubic yard	3,674
Fenders and dolphins at entrance	748
	41,990
Add 10 per cent. for contingencies	4,199
Total estimated cost	46,189

Very respectfully, your obedient servant,

GEORGE H. ELLIOT,
Lieutenant-Colonel of Engineers.

Brig. Gen. JOHN NEWTON,
Chief of Engineers, U. S. A.

LETTER OF THE HON. NICHOLAS BALL.

BLOCK ISLAND, R. I., *December* 16, 1884.

MY DEAR SIR: Yours of the 13th, in which you ask for the statistics of the use by vessels of the inner harbor or basin during the last few years, and especially during the last year, was received on Saturday.

In reply would inform you that on its receipt I at once sought an interview with Mr. Uriah Dodge, who keeps the range-lights here, and also with my son, C. C. Ball,

who keeps the store here, both of whom have more or less to do with the boats and vessels which frequent the harbor.

There is no record kept by any one of the arrival and departure of vessels, hence I could gather nothing authentic, more than I have got together in a report which I inclose, which, in my opinion, is not far out of the way, and which I hope and trust will answer your purposes. The report may be considered as that of the past year; the three previous years on an average, say, 20 per cent. less.

Mr. Dodge, the light-house keeper, says that 35 boats and small vessels fill the basin full enough, especially in bad weather. He further says:

The general stock of swordfish here last season, at a rough estimate is about	$12,000
Stock of mackerel	10,000
Stock of codfish	18,000
Stock of bluefish	8,000
Stock of flounders	800
Stock of lobsters	5,000
Fish caught in two "pounds"	11,500
Total	65,300

I think the estimate is too small by about 12½ per cent. Should you want any information further please let me know and I will do the best I can for you.

Yours, respectfully,

NICHOLAS BALL.

Lieut. Col. GEO. H. ELLIOT, U. S. A.

P. S.—The mackerel fleet of 200 sail, which is spoken of in the report, I should say would average the past six years 100 sail that came into the outer bay for a harbor, the crews coming on shore in their boats to obtain water and supplies. Several years ago the fleet fished in these waters for two months and harbored around the island, one side or the other, nearly every night.

N. B.

STATISTICS OF THE USE BY VESSELS OF THE INNER HARBOR AT BLOCK ISLAND, RHODE ISLAND.

Names of home vessels engaged in the fishing and freighting business.—Steamers: Geo. W. Danielson and Ocean View. *Schooners:* N. F. Dixon, Rose Brothers, Hattie Rebecca, Annie Godfrey, Laura Louise, Mystery, Laura E. Garnage, and about fifty others, including sloops, &c.

Vessels from New London, Conn.—Schooners: Emma, Chapel Brothers, Maria, White Cloud, Hattie Douglass, Robert Gray, Nelson, Woolsey, Alnoma, C. M. Harris, Laurel, Conquest, Horizon, James Woolsey, Kate Church, Belle of the Bay, Scotia. *Sloops:* Thorn, S. R. Packer, Favorite, Nettie Foote, Superior, Fashion, J. G. Freeman, Sharon, and about fifteen or twenty others whose names are not at hand

Vessels from Noank, Conn.—Schooners: Mary Hoxie, Emma, Jas. Potter, Mary Potter, Redwing, Phebe, Annie Fowler, Ada, Belle, Ira and Abby, Willey; steamer Eva. *Sloops:* S. B. Miller, Wildwood, Eagle, Millie, Isabella, Ella May, Tiny B., and about ten or fifteen others whose names are not at hand.

Vessels from New Bedford, Mass.—Schooners: Quilp, Gracie Phillips, Bella, Emma Clifton, Wasp, J. W. Flanders, Maria, Black Swan, Spy, Yankee Bride, Village Belle, Penekese. *Sloops:* Transit, Frank Clarke, Carrie, Ida, Wm. Young, and about ten to fifteen others whose names are not at hand.

In addition to the above there are about 225 mackerel and other fishing vessels from Cape Cod and the east; 50 menhaden steamers from different places, about 20 vessels from Newport, R. I., during the winter, quite a number from New York, and there are annually probably thirty cargoes from larger vessels, with coal, wood, lumber, bricks, &c., besides the numerous yachts and other craft which frequent here in the summer months. Government vessels with supplies, &c. The greater part of them are compelled to anchor in the outer harbor in consequence of the overcrowded basin. Vessels with cargoes are greatly inconvenienced, and often are compelled to wait for vacancies, and even then collisions are imminent to the great disadvantage of all concerned.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 28.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

Reports in regard to the establishment of signal stations upon the island of Nantucket, Massachusetts.

JANUARY 13, 1885.—Referred to the Committee on Naval Affairs and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 12, 1885.

SIR: I have the honor to transmit herewith copies of reports made to this Department in regard to carrying into effect the provisions of the act of July 7, 1884 (23 Statutes, 217), for establishment of signal stations upon the island of Nantucket, Massachusetts, and of submarine telegraphic communication from such stations to the mainland.

It will be seen from these reports that the amount ($20,000) appropriated for this purpose has not been expended, for the reason that it is insufficient to undertake the work, and the subject is submitted for such action as Congress may deem proper.

Very respectfully,

ROBT. T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE OF THE SENATE.

SIGNAL OFFICE, WAR DEPARTMENT,
Washington City, September 24, 1884.

SIR: Referring to the act of Congress (sundry civil bill) approved July 7, 1884, providing "for the establishment of signal stations upon the island of Nantucket, and of submarine telegraphic communications from such stations to the mainland, twenty thousand dollars, to be expended under the direction of the Secretary of War," and to General Orders No. 101, Adjutant-General's Office, current series, publishing the order of the Secretary of War, that disbursements under this head be made by the Chief Signal Officer, I have the honor to forward herewith the report of Capt. Samuel M. Mills, Fifth Artillery, acting signal officer, property and disbursing officer, Signal Service, United States Army, the officer detailed by me to examine into, and report upon, the matter, and to recommend that the report be approved.

I am, very respectfully, your obedient servant,

W. B. HAZEN,
Brig. and Bvt. Maj. Gen.,
Chief Signal Officer, U. S. A.

The Hon. the SECRETARY OF WAR.

[First indorsement.]

Respectfully returned to the Chief Signal Officer.

There must be no expenditure upon this work until the amount available therefor is sufficient to complete it under the plan which may be approved.

The Chief Signal Officer will prepare duplicates of these papers to be submitted by the Secretary of War to Congress at its next session, as a basis for his report of the failure to complete the line of telegraph.

By order of the Secretary of War.

JAY STONE,
Acting Chief Clerk.

WAR DEPARTMENT,
September 27, 1884.

A true copy.

J. ALLEN,
First Lieutenant, Second Cavalry,
Acting Signal Officer and Assistant.

AN ACT making appropriations for sundry civil expenses of the Government for the fiscal year ending June thirtieth, eighteen hundred and eighty-five, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following sums be, and the same are hereby, appropriated for the objects hereinafter expressed for the fiscal year ending June thirtieth, eighteen hundred and eighty-five, namely:

* * * * * * *

UNDER THE WAR DEPARTMENT.

* * * * * * *

SIGNAL SERVICE.

* * * * * * *

For the establishment of signal station upon the island of Nantucket, and of submarine telegraphic communication from such stations to the mainland, twenty thousand dollars, to be expended under the direction of the Secretary of War.

* * * * * * *

Approved July 7, 1884.

[L. R. 2114, O. C. S. O., Sig., 1884.]

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, August 20, 1884.

SIR: The Secretary of the War directs, as necessary for the public service, that you proceed from this city to Nantucket, via Martha's Vineyard, Massachusetts, and that, after having carried out such special instructions as you shall receive from the Chief Signal Officer of the Army, you return to your station in this city, via New York City, carrying out at the latter place the instructions to be communicated to you.

Very respectfully, your obedient servant,

C. MCKEEVER,
Acting Adjutant-General.

Capt. SAMUEL M. MILLS,
Fifth Artillery, Acting Signal Officer.
(Through Office of the Chief Signal Officer of the Army.)

REPORT ON PROPOSED CABLE AT NANTUCKET ISLAND.

[L. R. No. 5582, O. C. S. O., Mis., 1884.]

SIGNAL OFFICE, WAR DEPARTMENT,
Washington, D. C., September 1, 1884.

SIR: In compliance with letter dated War Department, August 20, 1884, I proceeded to Nantucket, Mass., to carry out your verbal instructions to determine the practicability of connecting Nantucket Island with the mainland by means of a submarine cable, this season, and to ascertain if it could be done for the amount appropriated for the purpose.

In the sundry civil bill, approved July 7, 1884, is found the item "For the establishment of signal stations upon the island of Nantucket, and of submarine telegraphic communications from such stations to the mainland, twenty thousand dollars, to be expended under the direction of the Secretary of War."

The question of connecting Nantucket with the mainland, by means of cable, has been more or less prominent with the people of that island since 1856, during which time many theories have been advanced and much information gathered as to which is the most suitable route.

The first cable was laid between Great Point, Nantucket, and Monomoy (Chatham) in that year, and lasted only a few days; another from Great Neck, Nantucket, across Muskeget Channel, to Edgartown, Martha's Vineyard, lasted but a short time. The following are the more important routes suggested (see map inclosed):

1. From Great Neck, on Nantucket Island, via Martha's Vineyard and Gay Head light; thence to Block Island or across Vineyard Sound to mainland.
2. From Nantucket, on Nantucket Island, across Nantucket Sound, to Hyannis, Mass.
3. From Great Point, Nantucket Island, to Monomoy; thence by land wire to Chatham.
4. From Great Neck, Nantucket Island, near Hither Creek, to Katama, Martha's Vineyard; thence by land wire and cable to mainland.

Route No. 1, although entirely practicable, is not considered on account of the expense.

Route No. 2 is not practicable on account of the anchorage of vessels and the danger to the cable thereby, and the great distance, 22 miles of cable.

Routes Nos. 3 and 4 are the only ones that can be considered.

In examining this question and arriving at this conclusion, I have consulted the leading business men, local officials, steamboat captains, pilots, harbor commissioners of the State of Massachusetts, and Government officials of the Coast Survey, all of whom possessed more or less knowledge on this subject, and I have been guided by the weight of information thus obtained, besides having personally inspected the proposed routes.

Route No. 3, from Great Point to Monomoy, is the shortest to the mainland, 12 nautical miles, with the addition of 2 miles of cable crossing inlets and 9 miles of land line to reach Chatham. This line could be constructed with the money available, within the provisions of the law, which prescribes Nantucket to be connected with the mainland, without describing the intermediate points; but very serious objections are urged against this route, on account of the uneven bottom, shifting sand, and above all, the fact that vessels of all descriptions, owing to changing tides and to avoid shoals, &c., anchor at any place in this channel, and in all kinds of weather; and for this reason, if none other existed, a cable, however strong and well laid, would not last any time. I am perfectly satisfied upon this point, and consequently do not deem this route practicable, and do not recommend that any money be spent upon it.

Route No. 4, to Martha's Vineyard, is the best and most feasible one for consideration, but the appropriation is not sufficient to carry out the provisions of the law, viz, to connect Nantucket with the mainland by this route and establish the signal stations as required.

This route was originally recommended by Lieut. James A. Swift, Signal Corps, United States Army, in 1881, and is unquestionably the most practicable one, viz, from a point near Great Neck or Hither Creek, on the south side of Nantucket, running southerly and westerly, to avoid the shoals at the entrance of Muskeget Channel, making a wide detour, and keeping in uniform deep water, distance about 17 nautical miles or little less, landing at Katama on Martha's Vineyard. This course presents many advantages, and besides is comparatively free from the dangers of anchorage. This, however, connects Nantucket with Martha's Vineyard only; to complete the connection with the mainland, I submit the following three plans:

First plan.—From Katama to Edgartown, connecting there with the Western Union Telegraph line, which runs to Cottage City, East Chop light, thence to Nobska Point.

by cable. The Western Union have a cable, recently laid, running from Nobska Point, mainland, to East Chop light, thence by land wire to Cottage City and Oak Bluffs; but the difficulties experienced by this company in keeping this cable in operation, this being the fourth or fifth one laid, make it extremely doubtful whether, after the summer season has passed, this connection will or can be maintained. This makes it necessary for the Government to lay and control the entire cable connections between Nantucket and the mainland to carry into effect the objects of the law, viz, the better protection of commerce, by establishing signal stations connecting the life-saving stations and light-houses of this dangerous section, by which warnings of the approach of storms may be communicated. This will not be completely accomplished, however, unless the light-houses at Gay Head, one of the most important ocean headlands, commanding an extensive oversight of the coastwise fleets, form part of the connection. The difficulties of connecting Martha's Vineyard with the mainland by the route now and heretofore tried by the Western Union, viz, from East or West Chop light to Nobska Point or Falmouth, confirm me in the belief that it is not the proper route for a cable, and is therefore not recommended,

Second plan.—Departing from the mainland at Wood's Holl, crossing that water-way by a cable, 1 mile in length at west end, where it will not be affected by current (the narrowest interval between mainland and Naushon Island, or across Wood's Holl water-way, is something over a quarter of a mile; it was first thought that by means of elevated poles a telegraph wire could be stretched across, but as there are no bluffs on either side, and yachts with high masts are passing to and fro each day, it is considered that a cable will be necessary); thence continue the line by land over Naushon Island to Robinson's Hole, and cross that water-way—distance 587 yards—by cable, as at Wood's Holl; thence by land to Quick's Hole, where also, on account of the important channel, it will be necessary to submerge another cable, distance 1 mile. Across these comparatively narrow water-ways it is thought it might be practicable to protect the cables and mark their tracts by means of signals. Thence by land to Nashawena, crossing "Kanapitsett," the shallow water-way between Nashawena and Cuttyhunk, by wire on elevated poles; thence by land to the extreme westerly end of Cuttyhunk. Thus is reached a point of the coast remote from harbors of refuge, and beyond and in front of which dangers to navigation and exposed waters cause vessels to avoid anchorage.

From the end of Cuttyhunk, by and over the shoal of the "Sow and Pigs," extends a cable by a broad sweep far enough outward to avoid the stronger currents, nearer the entrance to the Vineyard Sound, and landing it at a point near the southwesterly end of Martha's Vineyard or Gay Head, distance 9 nautical miles. Thence after connecting that light-house station by land along the Vineyard to Katama, and there connect with the cable, heretofore described, to Great Neck on Nantucket Island.

Third plan.—Departing from the mainland at Wood's Holl, crossing it as before described, thence to a point about 1 mile west of Tarpaulin Cove, thence by cable diagonally across the sound, distance 5 miles, to Lambert's Cove on Martha's Vineyard, continuing by land line, via Edgartown to Katama, the reconnecting with the cable heretofore described, to Great Neck on Nantucket Island. This route would be much shorter and cheaper to construct than the previous one described, and would avoid the difficult crossing of Quick's Hole by cable. Gay Head light-house could be connected by telephone wire at Katama or Lambert's Cove.

Route No. 4 with any of the three proposed plans contemplates connection on Nantucket Island wish Nantucket, Sankaty Head, and Great Point.

Route No. 4 with connection as described in plan No. 2, viz, by Gay Head, Cuttyhunk, and Wood's Holl, will cost considerably more than Route No. 4 with connection as described in plan No. 3. The former is the best route that can be found, but on account of its additional cost and the difficulties of crossing Wood's Holl and Robinson's and Quick's Holes, I submit the latter, viz, by Lambert's and Tarpaulin Coves. The cable by this latter route, I think, will not be as safe from anchorage as it would be over the first named (plan No. 2), although the other conditions are as feasible; in some other respects the last named has advantages. It is probably freer from anchorage just at the entrance to Tarpaulin Cove than at any crossing on the Vineyard Sound, except, as before described, at Gay Head and Cuttyhunk. The Vineyard side is protected by a shallow channel, which vessels do not enter.

The season is too far advanced to attempt this work, or any part of it, this autumn, on account of the delay necessary to secure bids and delivery of cable, which would undoubtedly have to be imported, and which, if found in stock, will take at least two months for its delivery in New York; if it has to be made, it will take from four to six months, if not longer, before it can be delivered.

The cable I recommend for all crossings will be found described herewith, following with other detailed expenses for different portions of lines, &c. This cable is recommended by the telegraph division of this office, and I am satisfied it will fully answer the purpose.

I would recommend that a deficiency estimate of $20,000 be submitted, to be made

available immediately upon its passing, to complete this connection with Nantucket and the mainland, and in the mean time steps be taken (so that the work can be commenced as early in the spring as possible) to secure bids for the cable, the purchasing of it to be dependent upon securing the additional appropriation; but owing to the peculiar wording of the act making the present appropriation it is considered that the approval of the Secretary of War will be necessary before any steps are taken in regard to the expenditure.

I carefully looked into the subject whether it was to the interest of the Western Union or any other company to maintain or repair the present cable connection between Martha's Vineyard and the mainland, in case it should be broken or destroyed, and I am satisfied from what General Manager Eckert, of the Western Union, informs me, that the Western Union people will give no guarantee or promise to do this, as there is no money in it for their company; without this connection, of course, the Nantucket connection with Martha's Vineyard only would be of no use.

The Old Colony Railroad Company is somewhat interested in maintaining this line, but in an interview with the president of that organization I am convinced that it is not prepared to offer any material assistance or inducement for the Western Union to maintain this line.

In view of the facts, I would not recommend spending a dollar of the present appropriation to connect Nantucket with Martha's Vineyard until sufficient money is obtained to do it well, and complete the connection with the mainland, independent of any commercial company.

After the line, as recommended, is established, the connections with life-saving stations, light-houses, signal stations, &c., made, it will no doubt be to the interest of some commercial enterprise to make connections from its offices with points on this line.

Following will be found the specifications of the cable suggested, and a detailed statement of the cost of route No. 3 and route No. 4, with each of the proposed connections.

PROPOSED SPECIFICATIONS FOR THE NANTUCKET CABLE.

1.—*Conductor.*

Conductor to be formed of a strand of seven copper wires, of a conductivity not less than 96 of pure copper, according to Mathiessen's standard, and weighing not less than 107 pounds per nautical mile (2,029 yards.)

2.—*Insulation.*

Copper conductor to be covered with three coatings of pure gutta-percha, a coating of Chatterton's compound being placed next to the conductor and between each layer of percha. The insulation to weigh not less than 150 pounds per nautical mile, and its resistance to be not less than 250 megohms per nautical mile in water at 75 degrees Fahrenheit, after one minute electrification.

3.—*Serving and armor.*

The insulated conductor to be served with tarred hemp, to the thickness required by the number of armor wires, and to be sheathed with ten No. 3, B. G. E. B. B. galvanized iron wire, spirally laid.

Bidders to state name of proposed manufacturer and probable time of delivery in New York.

ROUTE No. 3.

	Statute miles (1,760 yards per mile), land line.	Nautical miles (2,029 yards per mile), cable.
From Nantucket, via Sankaty Head, to Great Point	15	.....
From Great Point to Monomoy	.....	12
From Monomoy to Chatham	9	.....
Crossing inlets	.....	2
Total	24	14

COST.

14 miles of cable, at $1,000 per mile, delivered in bond	$14,000 00
24 miles of No. 9 galvanized-iron wire, at $16 per mile	216 00
600 iron poles, 25 to the mile, at $3.25 each	1,950 00
650 screw glass insulators and pin brackets, at 11 cents each	71 50
Instruments, cable-boxes, and battery material	100 00
Estimated cost for laying cable, 10 miles per day, at $375 per day (say 3 days)	1,125 00
Estimated cost for building land line, 28 men, 5 miles per day, at $3 per man per day	420 00
Establishing and maintaining 3 stations for 5 months, at $15 each per month	225 00
Total	18,107 50

Route No. 4, with Plan No. 1.

	Statute miles, land line.	Nautical miles, cable.
From Great Point, via Sankaty Head and Nantucket, to Great Neck	20	
From Great Neck to Katama		17
From Katama to Edgartown	3	
From Edgartown connecting with Western Union line, thence to Nobska Point		
Total	23	17

COST.

17 miles of cable at $1,000 per mile delivered	$17,000 00
23 miles of No. 9 galvanized-iron wire, at $16 per mile	368 00
575 iron poles, at $3.25 each	1,868 75
600 screw glass insulators and pin brackets, at 11 cents each	66 00
Instruments and battery material	160 00
Estimated cost for laying cable, 3 days, at $375 per day	1,125 00
Estimated cost for building land line	420 00
Establishing and maintaining 3 stations for 5 months, at $15 each per month	225 00
Total	21,232 75

Route No. 4, Plan No. 2.

	Statute miles, land line.	Nautical miles, cable.
From east side of Wood's Holl to west side of same		1
From west side of Wood's Holl to east side of Robinson's Hole	8	
From east side of Robinson's Hole to west side of same		1
From west side of Robinson's Hole to east side of Quick's Hole	2	
From east side of Quick's Hole to west side of same		1
From west side of Quick's Hole to extreme westerly end of Cuttyhunk	6	
From Cuttyhunk to Gay Head		9
From Gay Head to Katama	17	
From Katama to Great Neck		17
From Great Neck, via Nantucket and Sankaty Head, to Great Point	20	
Total	53	29

COST.

29 miles of cable, at $1,000 per mile, delivered	$29,000 00
53 miles of No. 9 galvanized-iron wire, at $16 per mile	848 00
1,325 iron poles, at $3.25 each	4,306 25
1,400 screw glass insulators and pin brackets, at 11 cents each	154 00
Instruments and battery material	300 00
Estimated cost for laying cable, 6 days, at $375 per day	2,250 00
Estimated cost for building land line	924 00
Establishing and maintaining 5 stations for 5 months, at $15 each per month	375 00
Total	38,157 25

Route No. 4, plan No. 3.

	Statute miles, land line.	Nautical miles, cable.
From main land, east side of Wood's Holl to west side of same	.....	1
From west side of Wood's Holl to a point one mile west of Tarpaulin Cove	8	.....
From Tarpaulin Cove to Lambert's Cove	.....	5
From Lambert's Cove, via Edgartown, to Katama	12	.....
From Katama to Great Neck	.....	17
From Great Neck, via Nantucket and Sankaty Head, to Great Point	20	.....
From Gay Head to Lambert's Cove (telephone)	13	.....
Total	53	23

COST.

23 miles of cable, at $1,000 per mile, delivered	$23,000 00
53 miles of cable, No. 9 galvanized-iron wire, at $16 per mile	848 00
1,325 iron poles, at $3.25 each	4,306 25
1,400 screw glass insulators and pin brackets, at 11 cents each	154 00
Instruments and battery material	300 00
Estimated cost for laying cable, 5 days, at $375 per day	1,875 00
Estimated cost for building land lines	924 00
Establishing and maintaining 4 stations for 5 months, at $15 each per month	300 00
Total	31,707 25

Very respectfully, your obedient servant,

S. M. MILLS,
Captain, Fifth Artillery,
P. and D. Officer, Signal Service, U. S. A.
Acting Signal Officer.

The CHIEF SIGNAL OFFICER, U. S. A.,
Washington, D. C.

Approved.

W. B. HAZEN,
Brig. and Bvt. Maj. Gen.,
Chief Signal Officer, U. S. A.

SEPTEMBER 18, 1884.

[Indorsement 5817, O. C. S. O., Mis., 1884.]

EXTRACT.

* * * * * * *

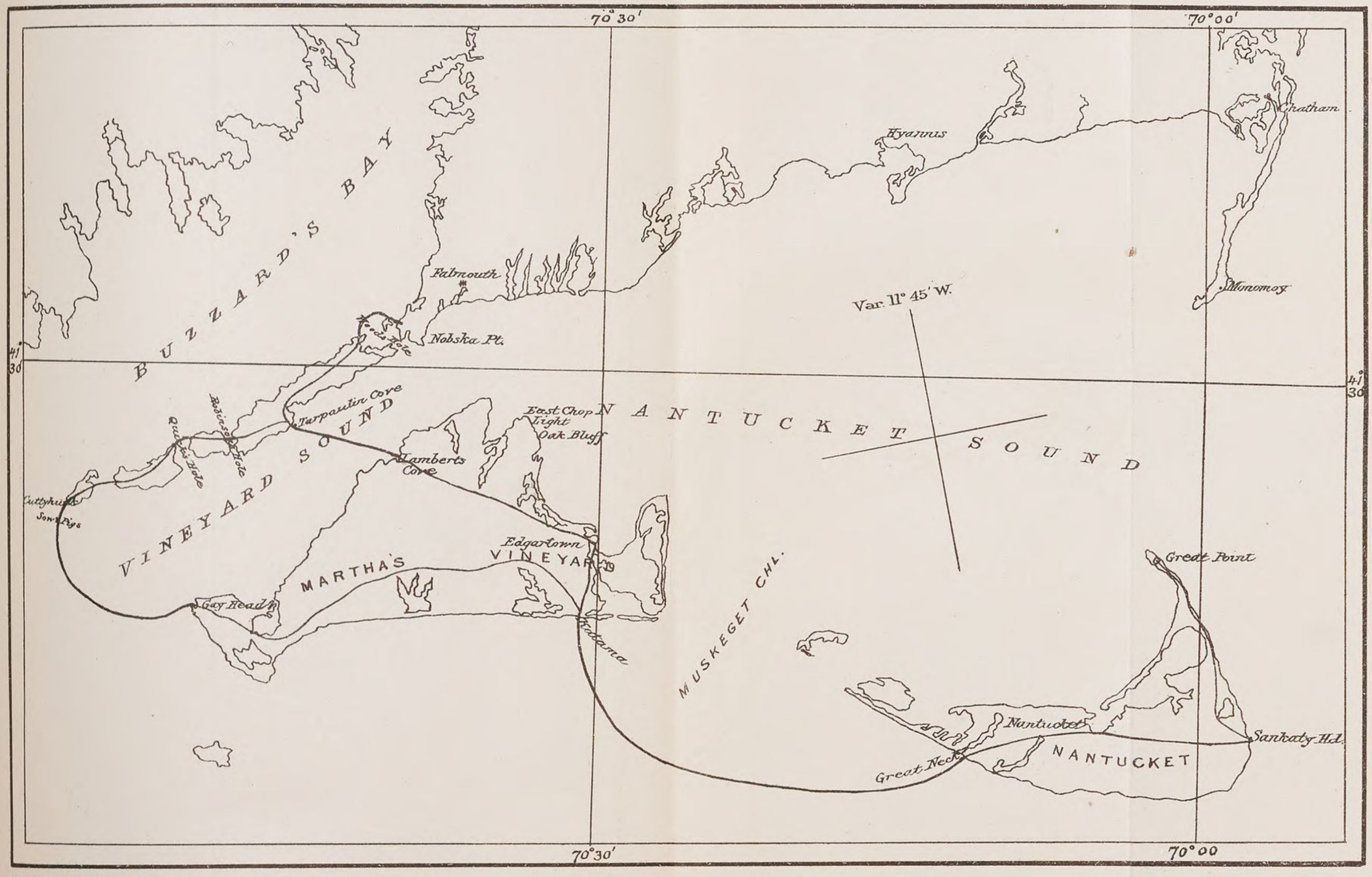
There must be no expenditure upon this work until the amount available therefor is sufficient to complete it under the plan which may be approved.

The Chief Signal Officer will prepare duplicates of these papers, to be submitted by the Secretary of War to Congress at its next session, as a basis for his report of the failure to complete the line of telegraph.

By order of the Secretary of War.

JAY STONE,
Acting Chief Clerk.

WAR DEPARTMENT,
September 27, 1884.



S. EX. 28, 2, 48.

Statute 5 4 3 2 1 0 5 10 15 20 Miles.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 29.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

REPORTING,

In answer to Senate resolution of January 9, 1885, *that a copy of the report of the Government directors of the Union Pacific Railroad for* 1884 *was on the 9th instant submitted.*

JANUARY 13, 1885.—Laid on the table and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 12, 1885.

SIR: In answer to Senate resolution of the 9th instant, directing the Secretary of the Interior "to communicate to the Senate a copy of the report of the Government directors of the Union Pacific Railroad Company for the year 1884," I have the honor to state that a copy of said report was, on the 9th instant, submitted by the Department to the President, for transmission to Congress.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 30.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In response to Senate resolution of January 10, 1884, *report regarding the collection of tonnage duties since January* 1, 1864, *from foreign steamships.*

JANUARY 13, 1885.—Referred to the Committee on Finance and ordered to be printed.

TREASURY DEPARTMENT,
January 12, 1885.

SIR: I have the honor to acknowledge the receipt of a resolution of the Senate of the United States, adopted on the 10th of January, 1884, directing me to report whether since January 1, 1864, duties of tonnage have been collected in any port of the United States from foreign steamships in contravention of treaty provisions or unauthorized by law, and, if so, the amount and date of such exactions, and the name of the vessel or vessels on which such unauthorized duties have been imposed.

So far as an examination up to date of the records of this office discloses, tonnage duties were imposed in contravention of treaty provisions at various dates from 1863 to 1872, on steamships of the Belgian, Swedish, Norwegian, Bremen, and Hamburg lines. The names of the vessels and the amount exacted from any vessel are set forth in tables herewith transmitted.

The exaction from the Belgian steam vessel De Ruyter was in contravention of the fourth article of the treaty between the United States and Belgium of July 17, 1858.

A refund of these duties exacted in violation of section 15 of the act of July 14, 1862 (12 Stat. L., 558) and of the above-mentioned treaty was ordered July 5, 1872, under the provisions of section 16 of the act of June 30, 1864 (section 3012½ R. S.). The amount refunded was $330.

The exaction from steam vessels of the Swedish-Norwegian line was in contravention of the eighth article of the treaty with Sweden and Norway of July 4, 1827, which article was rendered operative in favor of Swedish-Norwegian vessels by the concession to Belgium made in the fourth article of the treaty with that country of July 17, 1858. A refund of these duties was ordered October 2, 1878, by virtue of the act of June 19, 1878 (20 Stat. L., 171). The exaction from steam vessels of the Hanseatic Republics, Bremen and Hamburg, was made in contravention of the ninth article of the treaty with the Hanseatic Republics of December 20, 1827, which inured to these vessels likewise in consequence of the concession to Belgian steam vessels by virtue of the fourth article of the treaty with Belgium of July 17, 1858.

The sum refunded to owners of Swedish and Norwegian steam vessels, Norse American Line, was $6,447.60. The sum refunded to owners of Bremen steam vessels was $130,785.64; and the refund was ordered by virtue of the act of June 19, 1878 (20 Stats. L., 171), on August 1 and 2, 1878.

The sum refunded to owners of Hamburg steam vessels was $138,-373.40 under the authority of the act of June 19,1878. The orders were as follows: To the Hamburg-American Packet Company the refund of $130,119.80, August 14, 1878; to the Eagle Line, $8,253.60, October 28, 1878.

Between January 1, 1864, and December 21, 1866, there were collected at the ports of New York and New Orleans, on French steam vessels, tonnage duties at the rate of $1.24 per ton. These were levied under the provisions of section 4 of the act of March 3, 1823, "for carrying into effect the convention of navigation and commerce between the United States and France, concluded at Washington on the twenty-fourth day of June, 1822," and section 15 of the act of July 14, 1862 (12 Stat. L., 558), as amended by the act of March 3, 1865 (13 Stat. L., sec. 4, p. 493).

The fourth section of the act of 1823 limited "the duties of tonnage, light money, pilotage, port charges, brokerage, and all other duties" to be collected of French vessels in the ports of the United States to 94 cents per ton in excess of the amount levied on our own, as the tonnage should be measured in the passports (registers) of such French vessels. This law, however, did not *impose* tonnage duty on French vessels, but simply fixed a maximum limit which the exaction of duties on French vessels should not pass.

The first section of the act of January 14, 1817 (3 Stat. L., 344), fixed the tonnage duty on all foreign vessels, except those belonging to countries into whose ports vessels of the United States were not permitted to enter for trade, at the rate established by the first section of the act of July 20, 1790, "imposing duties on the tonnage of ships or vessels" (1 Stat. L., 135). This duty was, for vessels of the United States, 6 cents per ton; on foreign vessels not built in the United States, 50 cents per ton. This duty of 50 cents per ton was ordinary tonnage duty on foreign vessels. Besides this ordinary tonnage duty there attached to all foreign vessels by virtue of the act of March 27, 1804 (2 Stat. L., 300), a "light money" tonnage duty of 50 cents per ton.

This duty of 50 cents per ton, ordinary tax, and 50 cents per ton for light-money comprised all tonnage duties imposed on French vessels in all ports of the United States except those embraced by the seventh and eighth articles of the treaty with France of April 30, 1803, in the Territory of Louisiana. (By those articles French vessels arriving in the ports of Louisiana were, after 1815, to be treated on the footing of the most favored nations *forever*.)

These rates of duty remained the legal rates of tonnage duty on French vessels till the act to impose a new tonnage duty on French ships and vessels, approved May 15, 1820 (3 Stats. L, 605), authorized the collection from French vessels of a tonnage duty of $18 per ton.

This new rate of tonnage duty imposed on French vessels was clearly in lieu of the light-money tax of 50 cents per ton imposed on them as foreign vessels by the act of March 27, 1804, and the ordinary tonnage duty of 50 cents per ton imposed also on them as foreign vessels by the act of January 14, 1817. The duty of $18 per ton continued to attach to French vessels till it was repealed by the first section of the act of March 3, 1823. The fourth section of the act of 1823, established a

maximum rate of discriminating duty for French vessels, the rate being 94 cents per ton, and including light-money, pilotage, port charges, &c. As this discriminating duty of 94 cents per ton, was to be in excess of or in *addition* to the rate at that time imposed on our own vessels, the ordinary rate of duty on French vessels in our ports was from the passage of the act the same rate as that imposed on our own. That rate of duty established by the acts of July 20, 1790, and January 14, 1817, was 6 cents per ton.

The operation of the fourth section of the act of 1823 was therefore to establish for French vessels an ordinary tax of 6 cents per ton, and a fluctuating discriminating duty of 94 cents per ton. Of this fluctuating discriminating duty, one portion was fixed at 50 cents per ton as light-money by the act of March 27, 1804. French vessels were therefore liable to tonnage duty by virtue of the act of 1823, at two fixed rates, one of 6 cents per ton, under the acts of July 20, 1790, and January 14, 1817, and the other of 50 cents per ton as light-money by virtue of the act of March 27, 1804. The other item of discriminating tonnage duty imposed on them by the act of 1823 was intentionally left by the statute *indeterminate*, and might amount to 44 cents per ton (or less), but was not by law fixed at that amount. At all events, it would seem that 44 cents per ton could not by virtue of the acts of July 20, 1790, and January 14, 1817, be collected of French vessels on the ground of foreign nationality, because those statutes fixed a rate for foreign vessels at 50 cents per ton, and it would have been illegal to collect any *less* rate under the authority of those statutes.

French vessels, therefore, by virtue of the acts of July 20, 1790, January 18, 1817, March 27, 1804, and March 3, 1823, were liable upon entry at our ports (1) to a tax equal to that imposed on our own vessels of 6 cents per ton; (2) to a light-money tax of 50 cents per ton; (3) to an *indeterminate tax*, varying with the pilotage dues, port charges, &c., accruing at the port of arrival, which might amount to 44 cents a ton, but was not by law fixed at that sum.

These tonnage dues were collectible on French vessels till the passage of the act of May 31, 1830 (4 Stats. L., 425), which abolished tonnage duties on vessels of the United States, and conditionally upon certain foreign vessels. As the tax on vessels of the United States was at that time 6 cents per ton, the operation of the act was to abolish the duty of 6 cents per ton imposed as ordinary duty on French vessels, and leave them subject only to a light-money duty of 50 cents per ton, and the additional indeterminate duty that might reach 44 cents per ton.

As the discriminating duty of 94 cents per ton imposed on French vessels was to be in *excess* of the duty (6 cents per ton) collected from our own, it may with some plausibility be urged that the abolition of that rate of duty, imposed on our own vessels, operated to abolish the discriminating duty of 94 cents per ton charged on French vessels, inasmuch as after the act of 1830 went into operation, there was no rate of which that discriminating duty could be in excess. But upon that point I am not called to express an opinion. On the supposition, however, that some portion of that discriminating duty continued after the abolition of the six cents per ton duty on our own vessels, I can find only the duty of 50 cents per ton to have been definitely established by law on French vessels, after the passage of the act of May 31, 1830. From this duty of 50 cents per ton, and any other discriminating duty on them, if any there was, French vessels were relieved January 1, 1867. (See Proclamation of the President of December 28, 1866, 14 Stats. L., 818.)

The act of July 14, 1862 (12 Stat. L., section 15, p. 558), reimposed a tonnage duty of 10 cents per ton on vessels of the United States and foreign vessels which were not exempted by treaty. This duty was to be collected *in addition* to any duty theretofore levied on such vessels, and on every entry. This duty was increased by the act of March 3, 1865 (13 Stat. L., section 4, p. 498), to 30 cents per ton, and was still to be collected on every entry. At New York, Baltimore, and New Orleans this duty of 30 cents per ton was levied on French steam vessels between January 1, 1864, and January 1, 1867.

But there was also collected on French vessels at New York and New Orleans, in addition to the tonnage duty of 30 cents per ton, a tonnage duty of 94 cents per ton, on the presumption, apparently, that section 4 of the act of March 3, 1823, definitely established that rate for French vessels arriving in our ports.

As has been already mentioned, under the provisions of that act, a duty of but 50 cents per ton for light-money was all the discriminating duty that legally attached to French vessels after April 1, 1831, the date when the tonnage duty of 6 cents per ton ceased on our own vessels by virtue of the act of May 31, 1830; and it is doubtful whether even that duty attached to them after the act of 1830 went into operation.

The collection of 94 cents tonnage duty in New Orleans between January 1, 1864, and January 1, 1867, was, however, in violation of treaty stipulations and of law. By virtue of the eighth article of the treaty with France of 1803 (which ceded the territory of Louisiana to the United States), French vessels arriving at ports of entry within the Louisiana purchase were, as regards tonnage duties, put forever on the footing of the most favored nations; and the stipulations of our treaties with most foreign powers relieved their vessels from the light money duty of 50 cents per ton. Therefore neither this tax nor any other discriminating duty imposed on them by the fourth section of the act of 1823 could be collected on French vessels at New Orleans without a violation of the treaty of 1803.

As to the collection of tonnage duties on French vessels at New York and Baltimore, or any other part of the United States, except New Orleans and ports within the limits of the Lousiana purchase, between January 1, 1864, and January 1, 1867, I am of the opinion that the duty of 94 cents per ton imposed on such vessels as a discriminating duty by section four of the act of March 3, 1823, could be collected only in *part* by law after the act of May 31, 1830, went into operation. That part was the light-money duty of 50 cents per ton. But even that part could not be collected, if the operation of the act of 1830 was to remove all discriminating duties on French vessels.

Though the law of 1823, however, did not impose and *fix* any greater discriminating duty than the light-money duty of 50 cents per ton on French vessels, this Department recognized and authorized the collection of 94 cents per ton on French vessels from the passage of the act till after 1857. (See Treasury Circular of July 1, 1822, and Treasury Regulations of 1857, Art. 915.)

But though under the act of 1823 no greater duty than 50 cents for light-money was in my opinion collectible on French vessels, the exaction of 94 cents was not contrary to *treaty* stipulations.

The treaty with France of 1822, Article 5, fixed a maximum limit of 94 cents, as has been mentioned; so that the collection of that rate in full was not in violation of the treaty, even though the collection of 44 cents per ton (or even the 50-cents light-money) might not have been positively imposed by law.

Between January 1, 1864, and January 1, 1867, any excess of duty over thirty cents per ton, collected at New Orleans on French vessels, was a collection in contravention of the eighth article of the treaty with France of April 30, 1803. At other ports of the United States the collection within the same period of time of any excess of duty over eighty cents per ton on French vessels was in my opinion neither authorized by the act of March 3, 1865, nor the act of March 3, 1823. The act of 1865 imposed on all foreign vessels (French included) a duty of 30 cents per ton. The act of March 27, 1804, made all foreign vessels liable to a light-money tonnage duty of 50 cents per ton, which *definite rate* was adopted by implication in the 4th section of the act of March 3, 1823, as a *fixed* item of the 94 cents per ton discriminating duty imposed on French vessels. The *residue* of that rate of 94 cents, namely 44 cents, was an *indeterminate* tax and was not intended to be, nor could it be, levied as a pure tonnage tax.

Moreover, if the tonnage duty collected on French vessels was on a tonnage admeasurement greater than that expressed in their passports (registers), the collection would in that respect be in contravention of the provisions of the fifth article of the treaty of June 24, 1822, and the fourth section of the act of March 3, 1823. But I have no evidence that collections on such measurements were made.

For the amounts collected on foreign steam-vessels in contravention of treaties between January 1, 1864, and January 1, 1867, and on French steam vessels within the same period, reference is invited to the tabular statements herewith transmitted, marked A, B, C, D, E, F, G, H, I, J.

The amount of tonnage duty collected of French steam-vessels in our ports from January 1, 1864, to January 1, 1883, at the rates of 10 and 30 cents per ton, was as follows:

At New York, $116,757.73; at Baltimore, $2,735.70; at New Orleans, $7,545.94. All these amounts were collected in pursuance of law and in contravention of no treaty provisions.

The amounts of duty collected of French vessels at 94 cents per ton were as follows:

At New Orleans, $194.70; at New York, $77,998.06. The tonnage duty at the rate of 94 cents, collected on French vessels at New Orleans, was, as has been shown, in contravention of the treaty of 1803.

If the act of May 31, 1830, operated as a repeal of the discriminating duty imposed on French vessels by the fourth section of the act of March 3, 1823, then the collection of $77,998.06 at New York since January 1, 1864, at the rate of 94 cents per ton, was not authorized by law, but, at the same time, it was not in violation of treaty stipulations.

But if 50 cents per ton, as a light-money duty, could be collected of French vessels under section 4 of the act of March 3, 1823, and *only* 50 cents per ton, then there was an excess of 44 cents per ton collected in the exaction of 94 cents per ton; and, on that supposition, of the sum of $77,998.06 collected at New York, $36,510.06 was not authorized by law.

In addition to the tables herewith transmitted, attention is invited for further particulars in regard to the tonnage tax exacted in violation of treaty stipulations from steamships other than those under the French flag and those of the Eagle Line, of Hamburg, to Executive Document No. 76, H. R., and to Part 2 of Report 124, on bill H. R. 1118, both of the third session of the Forty-fifth Congress.

Very respectfully,

H. McCULLOCH,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

A.

Statement of tonnage tax collected of the Norse-American line of steamers.

[Statement of moneys collected as tax on tonnage at the port of New York from July 24, 1871, to August 23, 1873.]

Name of vessel.	Date of payment.	Amount paid.
St. Olaf	July 24, 1871	$360 00
Do	Aug. 1, 1871	226 20
Do	Sept. 10, 1872	586 20
Do	Oct. 20, 1873	586 20
Peter Jebsen	May 23, 1872	270 00
Do	Aug. 2, 1872	104 40
Do	June 26, 1873	374 40
Fredtjof	May 6, 1873	240 00
Do	May 19, 1873	87 00
Hakerr Adelsteen	May 20, 1873	420 00
Do	May 29, 1873	5 10
Do	July 8, 1874	425 10
King Sverre	July 16, 1873	660 00
Do	July 22, 1873	63 60
Do	Aug. 13, 1874	723 60
Harald Haalfager	July 25, 1872	403 50
Do	Aug. 10, 1872	254 40
Do	Aug. 23, 1873	657 90
Total		6, 447 60

B.

Statement of tonnage tax collected of the North German Lloyd Line.

[Statement of moneys collected as tax on tonnage at the port of New York, from January 7, 1863, to September 19, 1872.]

Name of vessel.	Date of payment.	Amount paid.
New York	Jan. 7, 1863, to July 24, 1872	$16, 635 90
Bremen	Apr. 15, 1863, to Sept. 3, 1872	17, 306 00
Hansa	Feb. 9, 1863, to Aug. 14, 1872	18, 824 60
America	June 8, 1863, to Dec. 4, 1872	16, 495 80
Hermann	Jan. 4, 1866, to July 29, 1872	11, 858 40
Union	Jan. 25, 1867, to May 28, 1870	4, 305 00
Weser	June 17, 1867, to Aug. 31, 1872	5, 396 40
Deutschland	Oct. 29, 1866, to Aug. 3, 1872	7, 998 30
Main	Dec. 14, 1868, to Feb. 19, 1872	3, 816 00
Rhein	Oct. 17, 1868, to Dec. 31, 1872	4, 722 30
Donau	Feb. 1, 1869, to Apr. 8, 1872	3, 816 00
Strassburg	Sept. 19, 1872	921 30
Total		112, 096 00

C.

Statement of tonnage tax collected of the North German Lloyd Line.

[Statement of moneys collected as tax on tonnage at the port of Baltimore, from April 1, 1868, to July 20, 1872.]

Name of vessel.	Date of payment.	Amount paid.
Baltimore	Apr. 1, 1868	$690 60
Do	Apr. 26, 1869	690 69
Do	May 7, 1870	690 60
Do	May 15, 1871	690 60
Do	Aug. 19, 1872	690 60
Berlin	May 1, 1868	675 30
Do	May 8, 1869	675 30
Do	May 23, 1870	675 30
Do	June 26, 1871	675 30
Do	July 8, 1872	670 30
Ohio	Apr. 3, 1869	716 40
Do	Apr. 22, 1870	716 40
Do	Apr. 26, 1871	716 40
Do	June 24, 1872	716 40
Leipzig	June 2, 1869	697 40
Do	June 3, 1870	700 50
Do	June 7, 1871	700 50
Do	July 30, 1872	700 50
Total		12, 489 00

D.

Statement of tonnage tax collected of the North German Lloyd Line.

[Statement of moneys collected as tax on tonnage at the port of New Orleans from October 19, 1869, to March 21, 1872.]

Name of vessel.	Date of payment.	Amount paid.
Frankfort	Oct. 19, 1869	$775 25
Hannover	Nov. 16, 1869	775 25
Frankfort	Nov. 15, 1870	775 20
Hannover	Jan. 11, 1871	775 25
Köln	Feb. 15, 1871	774 60
Frankfort	Jan. 9, 1872	775 24
Köln	Feb. 27, 1872	774 60
Hannover	Mar. 21, 1872	775 25
Total		6, 200 64

E.

Statement of tonnage tax collected of the Hamburg-American Packet Line.

[Statement of moneys collected as tax on tonnage at the port of New York from January 5, 1863, to September 2, 1872.]

Name of vessel.	Amount paid.
Hammonia	$8, 929 30
Teutonia	12, 492 70
Saxonia	15, 737 50
Bavaria	12, 594 60
Borussia	9, 922 90
Germania	15, 976 30
Allemania	12, 780 00
Cimbria	7, 643 70
Holsatia	6, 908 10
Westphalia	6, 924 90
Silesia	6, 012 60
Thuringia	5, 238 00
Vandalia	1, 699 20
Frisia	3, 103 20
Pommerania	2, 029 20
Servia	1, 088 10
Gellert	1, 039 50
Total	130, 119 80

F.

Statement of tonnage tax collected of the Eagle Line.

[Statement of moneys collected as tax on tonnage at the port of New York, from January 26, 1872, to April 14, 1875.]

Name of vessel.	Date of payment.	Amount paid.
Herder	Jan. 26, 1873	$1,025 40
Do	Mar. 11, 1875	1,025 40
Goethe	Oct. 1, 1873	1,025 40
Do	Oct. 12, 1874	1,025 40
Lessing	June 11, 1874	1,048 80
Schiller	Feb. 20, 1874	1,027 50
Do	Apr. 14, 1875	1,027 50
Klopstock	Dec. 4, 1874	1,048 20
Total	....	8,253 60

G.

Statement of tonnage tax collected.

[Statement of moneys collected as tax on tonnage at the port of New York and New Orleans, during the period from January 1, 1864, to January 31, 1867.]

Name of vessel.	Rig.	Flag.	Net tons.	Date of payment.	Amount paid.
Washington	Steamship	French	1,923	June 30, 1864	$1,807 62
Do	do	do	1,923	Aug. 10, 1864	1,807 62
La Fayette	do	do	1,903	Sept. 7, 1864	1,788 82
Washington	do	do	1,922⅔	Oct. 5, 1864	1,807 30
La Fayette	do	do	1,903	Nov. 3, 1864	1,788 82
Washington	do	do	1,923	Dec. 5, 1864	1,807 62
La Fayette	do	do	1,923	Dec. 30, 1864	1,807 62
Do	do	do	1,923	Feb. 21, 1865	1,807 62
Washington	do	do	1,923	Mar. 21, 1865	1,807 62
La Fayette	do	do	1,923	Apr. 18, 1865	1,807 62
Europe	do	do	1,929	May 15, 1865	1,813 26
La Fayette	do	do	1,923	June 15, 1865	1,807 62
Europe	do	do	1,929	July 13, 1865	1,813 26
La Fayette	do	do	1,923	Aug. 10, 1865	1,807 62
Europe	do	do	1,929	Sept. 7, 1865	1,813 26
La Fayette	do	do	1,923	Oct. 5, 1865	1,807 62
Europe	do	do	1,929	Nov. 7, 1865	1,313 26
La Fayette	do	do	1,923	Dec. 5, 1865	1,807 62
Europe	do	do	1,929	Jan. 2, 1866	1,813 26
Washington	do	do	1,923	Jan. 30, 1866	1,807 62
Nouveau Monde	do	do	1,803	Mar. 5, 1866	1,694 82
Washington	do	do	1,923	Mar. 31, 1866	1,807 62
Pereire	do	do	1,809	Apr. 11, 1866	1,700 46
La Fayette	do	do	1,923	Apr. 30, 1866	1,807 62
Napoleon 3d	do	do	2,374	May 11, 1866	2,231 56
Pereire	do	do	1,809	May 23, 1866	1,700 46
Ville de Paris	do	do	1,809	June 6, 1866	1,700 46
La Fayette	do	do	1,923	June 22, 1866	1,807 62
Napoleon 3d	do	do	2,374	July 6, 1866	2,231 56
Vera Cruz	do	do	815	July 18, 1866	766 10
Pereire	do	do	1,809	July 18, 1866	1,700 46
Ville de Paris	do	do	1,809	July 31, 1866	1,700 46
La Fayette	do	do	1,923	Aug. 18, 1866	1,807 62
Tampico}	do	do	933	Aug. 30, 1866	877 02
Napoleon 3d	do	do	2,374	Aug. 31, 1866	2,231 56
Pereire	do	do	1,809	Sept. 12, 1866	1,700 46
Ville de Paris	do	do	1,809	Sept. 27, 1866	1,700 46
Vera Cruz	do	do	895	Sept. 28, 1866	841 30
Europe	do	do	1,929	Oct. 11, 1866	1,813 26
Saint Laurent	do	do	2,006	Oct. 25, 1866	1,885 61
Pereire	do	do	1,809	Nov. 7, 1866	1,700 46
Ville de Paris	do	do	1,809	Nov. 21, 1866	1,700 46
Florida	do	do	1,116	Nov. 22, 1866	1,049 04
Europe	do	do	1,929	Dec. 7, 1866	1,813 26
Saint Laurent	do	do	2,006	Dec. 21, 1866	1,885 64
			82,976⅔		77,998 06
NEW ORLEANS.					
Sonora	Steamship	French	205	Oct. 22, 1866	$192 70

H.

Statment of monyes collected as tax on tonnage at the port of New York from the Compagnie Transatlantique Générale from June 30, 1864, *to December* 31, 1882.

Name of vessel.	Date of payment.	Amount paid.	Remarks.
	1864.		
Washington	June 30	$192 30	
Do	Aug. 10	192 30	
La Fayette	Sept. 7	190 30	
Washington	Oct. 4	192 30	
La Fayette	Nov. 3	190 30	
Washington	Dec. 5	192 30	
La Fayette	Dec. 30	192 30	Ten cents per ton till April, 1865.
	1865.		
Do	Feb. 21	192 30	
Washington	Mar. 21	192 30	
La Fayette	Apr. 18	576 90	
Europe	May 15	578 70	Thirty cents per ton after April, 1865.
La Fayette	June 15	576 90	
Europe	July 13	578 70	
La Fayette	Aug. 10	576 90	
Europe	Sept. 7	578 70	
La Fayette	Oct. 5	576 60	
Europe	Nov. 7	578 70	
La Fayette	Dec. 6	576 90	
	1866.		
Europe	Jan. 2	578 70	
Washington	Jan. 30	576 90	
Do	Mar. 31	576 90	
Pereire	Apr. 11	542 70	
La Fayette	Apr. 30	576 90	
Napoleon III	May 11	712 20	
Pereire	May 23	542 70	
Ville de Paris	June 6	542 70	
La Fayette	June 22	576 90	
Napoleon III	July 6	712 20	
Pereire	July 18	542 70	
Ville de Paris	July 31	542 70	
La Fayette	Aug. 18	576 90	
Pereire	Sept. 12	542 70	
Ville de Paris	Sept. 27	542 70	
Europe	Oct. 11	578 70	
Saint Laurent	Oct. 25	601 80	
Pereire	Nov. 7	542 70	
Ville de Paris	Nov. 21	542 70	
Europe	Dec. 7	578 70	
Saint Laurent	Dec. 21	601 80	
	1867.		
Pereire	Jan. 2	542 70	
Ville de Paris	Jan. 16	542 70	
Europe	Feb. 2	578 70	
Saint Laurent	Feb. 15	601 80	
Pereire	Feb. 27	542 70	
Ville de Paris	Mar. 12	542 70	
Europe	Mar. 28	578 70	
Saint Laurent	Apr. 11	601 80	
Pereire	Apr. 24	542 70	
	1868.		
Ville de Paris	May 6	542 70	
Europe	May 22	578 70	
Saint Laurent	June 3	614 40	
Pereire	June 30	542 70	
	1869.		
La Fayette	May 6	576 90	
Ville de Paris	June 1	542 70	
Saint Laurent	July 16	614 40	
Pereire	Aug. 24	542 70	
	1870.		
La Fayette	Apr. 5	435 00	Additional.
Ville de Paris	Apr. 15	427 20	Do.
Saint Laurent	Apr. 29	428 10	Do.
Pereire	May 14	436 80	Do.
La Fayette	May 20	1,011 90	
Ville de Paris	June 11	969 90	
Saint Laurent	Aug. 10	1,042 80	
Pereire	Aug. 22	979 50	
	1871.		
Washington	Jan. 26	1,020 00	
Ville de Paris	June 17	969 90	
La Fayette	July 6	1,011 90	

Statement of moneys collected as tax on tonnage, &c.—Continued.

Name of vessel.	Date of payment.	Amount paid.	Remarks.
	1871.		
Pereire	Aug. 26	$979 50	
Saint Laurent	Sept. 15	1,042 80	
	1872.		
Washington	Mar. 2	978 60	
Ville de Paris	July 3	969 90	
France	Aug. 17	900 00	
Do	Aug. 23	61 80	Additional.
Saint Laurent	Sept. 23	1,042 80	
	1873.		
Pereire	Feb. 27	979 50	
Ville de Havre	Apr. 10	962 70	
Do	Apr. 18	585 30	Do.
Washington	May 8	978 60	
Ville de Paris	July 16	969 90	
Europe	Sept. 11	1,350 00	
Do	Sept. 20	18 00	Do.
Saint Laurent	Nov. 21	1,042 80	
	1874.		
Amerique	Jan. 29	990 00	
Do	Feb. 6	3 63	Do.
Periere	Mar. 13	979 50	
La Fayette	June 4	1,011 90	
Washington	July 3	1,011 90	
Ville de Paris	July 15	969 90	
France	Nov. 18	909 90	
Do	Nov. 27	422 40	Do.
	1875.		
Saint Laurent	Jan. 8	1,042 80	
Amerique	Mar. 24	1,353 00	
Periere	Apr. 6	979 50	
Ville de Paris	Aug. 25	969 90	
France	Nov. 22	1,332 30	
	1876.		
La Fayette	Feb. 26	1,011 90	
Periere	Apr. 28	979 50	
Canada	May 5	1,020 00	
Do	May 12	156 90	
France	Dec. 7	1,332 30	
Labrador	Dec. 26	1,344 90	
	1877.		
Amerique	Apr. 11	1,353 00	
Ville de Paris	Apr. 19	969 90	
Periere	May 16	979 50	
Saint Laurent	May 23	1,042 80	
Canada	June 28	1,176 90	
	1878.		
Labrador	Jan. 16	1,344 90	
France	Feb. 1	1,332 30	
Ville de Paris	Apr. 25	969 90	
Periere	May 21	979 50	
Amerique	July 3	1,353 00	
Canada	July 31	1,176 90	
	1879.		
France	Mar. 14	1,332 30	
Labrador	Mar. 27	1,344 90	
Saint Laurent	June 18	1,042 80	
Periere	July 3	979 50	
Amerique	Aug. 13	1,353 00	
Canada	Aug. 28	1,176 90	
	1880.		
France	Mar. 26	1,332 20	
Labrador	Apr. 8	1,344 90	
F. de Lesseps	May 13	477 00	
Do	May 15	342 30	Do.
Ville de Marseilles	June 12	568 20	
Do	June 16	253 53	Do.
Saint Laurent	July 1	1,042 80	
Caldera	July 16	413 70	
Do	July 17	205 50	Do.
Amerique	Aug. 19	1,353 00	
Periere	Aug. 11	979 50	
Canada	Sept. 1	1,176 90	
	1881.		
Labrador	Apr. 13	1,344 90	
France	May 5	1,332 30	
F. de Lesseps	May 16	819 30	
Picardie	June 20	450 00	
Do	June 23	69 60	Do.

Statement of moneys collected as tax on tonnage, &c.—Continued.

Name of vessel,	Date of payment.	Amount paid.	Remarks.
	1881.		
Saint Laurent	July 6	$1,042 80	
Ville de Marseilles	Aug. 1	821 70	
Caldera	Sept. 6	619 20	
Saint Germain	Sept. 7	1,099 20	
Canada	Oct. 5	1,176 90	
Periere	Oct. 13	979 50	
	1882.		
Labrador	May 12	1,344 90	
France	June 7	1,332 30	
F. de Lesseps	July 5	819 30	
Picardie	July 26	519 60	
Clapeyron	July 29	526 50	
Saint Laurent	Aug. 9	1,042 80	
Ville de Marseilles	Aug. 16	821 10	
Amerique	Sept. 7	909 90	
Caldera	Sept. 7	450 90	
Amerique	Sept. 12	114 00	Additional.
Canada	Oct. 25	709 80	
Do	Oct. 31	21 30	Do.
Periere	Nov. 23	526 50	
Total		116,757 73	

I.

Tonnage duty collected at the port of Baltimore between July 14, 1862, *and January* 1, 1883, *on French steamers.*

Date of payment.	Flag.	Rig.	Name of vessel.	Amount of tonnage duty.
May 24, 1881	French	Steamship	Panama	$635 40
June 7, 1881	....do	....do	Panama (additional)	2 70
June 8, 1881	....do	....do	Le Creusôt	378 60
Nov. 19, 1881	....do	....do	La Gaule	491 10
Mar. 11, 1882	....do	....do	Vercingetorix	589 80
Aug. 12, 1882*	....do	....do	Panama	638 10
	Total			2,735 70

*On April 17, 1883, $151.80 was refunded on steamer Panama, in order to bring it under the provisions of the act of Congress of August 5, 1882, allowing certain deductions from gross tonnage.

Very respectfully,

HENRY R. TORBERT,
Special Deputy Collector.

Statement of tonnage tax collected on steam vessels of the Compagnie Transatlantique Générale, at the port of New Orleans, from July 14, 1862, to February 1, 1883.

Vessel.	Date.	Tonnage.	Amount.	Remarks.
Sonora	Mar. 23, 1866	229	$68 70	
Do	Oct. 22, 1866	205	61 50	Paid under protest
Do	Oct. 22, 1866	24	7 20	Additional.
Do	Oct. 22, 1866	205	192 70	94 cents per ton.
Do	Oct. 29, 1867	205	61 50	
La Guyanne	Oct. 9, 1867	396	118 80	
Darien	Mar. 14, 1867	447	134 10	
Do	Oct. 10, 1868	447	134 10	
Do	Mar. 13, 1869	447	134 10	
Martinique	Jan. 16, 1879	1, 111	333 30	
Do	Jan. 21, 1879	533	159 90	Additional.
Le Chatelier	Nov. 17, 1880	1, 493	447 90	
Do	Aug. 11, 1882	2, 277	683 10	
Alex. Bexio	Dec. 15, 1880	2, 189	656 70	
Do	Nov. 2, 1882	1, 473	441 90	
Fournel	Jan. 3, 1881	2, 068	620 40	
Do	Sept. 7, 1882	1, 554	466 20	
Flachat	Feb. 21, 1881	2, 189	656 70	
Do	Mar. 8, 1881	2	60	Do.
Do	Sept. 30, 1882	1, 473	441 90	
Clapeyron	May 28, 1881	1, 755	526 50	
Provincia	Oct. 29, 1881	1, 620	486 00	
Caldera	Feb. 15, 1879	1, 303	390 90	
Guadelope	Mar. 17, 1879	1, 709	512 70	
Do	Mar. 21, 1879	5	1 50	Do.
Total		25, 359	7, 738 90	

48TH CONGRESS, 2d Session. } SENATE. { Ex. DOC. No. 31.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES.

TRANSMITTING

A communication from the Secretary of State respecting the compensation of electoral messengers under existing law.

JANUARY 13, 1885.—Read and referred to the Committee on Appropriations and ordered to be printed.

To the Senate:

I transmit herewith a communication from the Secretary of State respecting the compensation for special electoral messengers to be appointed under the provisions of existing law.

I earnestly invite the attention of Congress to this communication, and recommend that an appropriation be made without delay, to be immediately available, for the purposes indicated.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
January 13, 1885.

To the President:

The undersigned, Secretary of State of the United States, has the honor to inclose a copy of a letter addressed to him by the President *pro tempore* of the Senate, by which it appears that although the first Wednesday in January has passed, the certificate of the votes cast by the electors of Iowa, in the late election for President and Vice-President of the United States, which is required to be sent by mail, and the similar certificate of votes cast by the electors of the State of Oregon, have not been received.

The statutes of the United States require the Secretary of State in this contingency "to send a special messenger to the district judge in whose custody one certificate of the votes is lodged, who shall forthwith transmit that list to the seat of Government."

The undersigned will immediately comply with this obligation, but calls to your attention the fact that no appropriation has been made providing compensation for the special messenger, or providing for the traveling and other necessary expenses to be incurred in the fulfillment of this duty. He has, therefore, the honor to request that the President will recommend to the Congress an appropriation for this purpose, to be made without delay, and to be immediately available.

Respectfully submitted.

FRED'K T. FRELINGHUYSEN.

DEPARTMENT OF STATE,
January 12, 1885.

VICE-PRESIDENT'S CHAMBER,
Washington, January 8, 1885.

SIR: Section 141 of the Revised Statutes of the United States provides that:

Whenever a certificate of votes from any State has not been received at the seat of Government on the first Wednesday of January indicated by the preceding section, the Secretary of State shall send a special messenger to the district judge in whose custody one certificate of the votes from that State has been lodged, and such judge shall forthwith transmit that list to the seat of Government.

The first Wednesday in January, 1885, having passed, I think it my duty to certify to you that the electoral votes required by law to be sent by mail to the President of the Senate by the electors of the State of *Oregon*, and by the electors of the State of *Iowa*, have not been received. I am of opinion (in which gentlemen of the Senate learned in the law concur) that the true meaning of the section quoted requires a messenger to be sent for the vote deposited with the district judge when either of the duplicates which should be sent to the President of the Senate are wanting, in order that any imperfection existing in one of the certificates may, if possible, be cured by the other.

Please acknowledge receipt hereof, by the messenger.

Very respectfully, &c.,

GEORGE F. EDMUNDS,
President pro tempore U. S. Senate.

The Hon. FRED'K T. FRELINGHUYSEN,
Secretary of State.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 32.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of War, and papers relative to the completion of the monument at Yorktown.

JANUARY 13, 1885.—Read and referred to the Committee on Appropriations and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith a communication from the Secretary of War, dated January 9, 1885, inclosing a copy of one dated January 5, 1885, from Lieut. Col. William P. Craighill, Corps of Engineers, who was charged with the building of the monument at Yorktown, reporting the completion of the monument, and recommending that the balance of the appropriation for building the same be used in paying the wages of a watchman and erecting a suitable keeper's dwelling on the site.

The matter is commended to the consideration of Congress.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
January 13, 1885.

WAR DEPARTMENT,
Washington City, January 9, 1885.

SIR: I have the honor to inclose herewith a copy of a communication dated January 5, 1885, from Lieut. Col. William P. Craighill, Corps of Engineers, who was charged with the building of the monument at Yorktown, reporting the completion of the monument and recommending that the balance of the appropriation for building the same, $5,564.95, be used in paying the wages of a watchman and erecting a suitable keeper's dwelling on the site.

In view of the fact that the authority of Congress is thought to be necessary in this matter, I have the honor to recommend that these papers be transmitted to Congress for its favorable consideration.

Copies of the annual reports of Colonel Craighill upon the Yorktown monument for the years 1883 and 1884 are herewith inclosed.

I have the honor to be, very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT.

UNITED STATES ENGINEER OFFICE,
378 SAINT PAUL STREET,
Baltimore, Md., January 5, 1885.

SIR: The monument at Yorktown having been completed, it seems necessary to make provision for the accommodation of a watchman, as the location is isolated, and without some oversight this beautiful structure would soon be marred by relic hunters or other mischievous or inconsiderate persons. The site needs care also to protect it from the effects of the weather and from other injuries.

A balance remains of about $5,564.95 from the appropriation of $100,000 for the monument.

It is recommended that so much of this balance as may be necessary be used for the wages of a keeper (which need not exceed $50 a month), and for the erection of a plain, substantial dwelling for him.

As the authority of Congress is supposed to be necessary for the use of the balance of funds for building a dwelling, as also for the pay of the watchman, it is suggested that the attention of that body be called to the matter. Several members of the Congressional Centennial Commission of 1881 are still members of the Senate and House of Representatives.

The illustrations of my annual reports of 1883 and 1884 give a good idea of the appearance of the monument and the site, and a copy of each of those reports is inclosed herewith.

Very respectfully, your obedient servant,

WM. P. CRAIGHILL,
Lieutenant-Colonel of Engineers.

Hon. ROBERT T. LINCOLN,
Secretary of War, Washington, D. C.
(Through Chief of Engineers.)

BUILDING MONUMENT AT YORKTOWN, VIRGINIA.

ANNUAL REPORT FOR YEAR ENDING JUNE 30, 1883.

UNITED STATES ENGINEER OFFICE,
70 SARATOGA STREET,
Baltimore, Md., September 6, 1883.

GENERAL: I have the honor to forward herewith the annual report for the year ending June 30, 1883, for building the monument at Yorktown, Va.

Very respectfully, your obedient servant,

WM. P. CRAIGHILL,
Lieutenant-Colonel of Engineers, U. S. A.

Brig. Gen. H. G. WRIGHT,
Chief of Engineers, U. S. A., Washington, D. C.

[First indorsement.]

OFFICE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
September 17, 1883.

Respectfully submitted to the honorable the Secretary of War.

H. G. WRIGHT,
Chief of Engineers, Brigadier and Brevet Major General.

ANNUAL REPORT FOR YEAR ENDING JUNE 30, 1883.

After the centennial celebration in October, 1881, the site and foundations of the monument were left in the care of a watchman, without expense to the United States, as this watchman found himself sufficiently compensated by being permitted to live in the small building on the grounds.

Cession of jurisdiction over the site was made by an act of the legislature of Virginia, approved April 21, 1882. The deed, act of cession, and plat were recorded in the office of the clerk of the county of York. On the 27th of June, 1882, instructions were received from the Secretary of War to proceed with the preparations for the building of the monument, with an injunction that no expense be incurred beyond the amount available of the existing appropriation.

September 20, 1882, payment of $3,000 was made to the commission of artists for the design for the monument, which had been prepared by them and approved in 1881 by the joint committee of Congress empowered by law to choose a design. The Secretary of War gave authority about the same time that the same commission of artists, consisting of

Mr. R. M. Hunt, Mr. Henry Van Brunt, and Mr. J. Q. A. Ward, be requested to finish their design in all its details, and to obtain tenders among competent persons for the completion of the work, the contract when approved to be executed by the engineer officer in charge. The propositions of the Secretary of War were accepted by the commission through their chairman, Mr. Hunt.

Some delay was occasioned in further proceedings on account of the temporary absence, during part of the autumn of 1882, of Lieutenant-Colonel Craighill, Corps of Engineers, on duty on the Pacific coast. A consultation with him was requested by the chairman of the commission October 19, 1882, which was had early in November. Specifications and drawings were prepared and proposals for furnishing materials and building the monument were called for by advertisement dated November 27, 1882. Copies of the specifications and drawings are appended.

The proposals were opened in New York at the office of Mr. Hunt, January 4, 1883, in presence of himself, Mr. Ware, Lieutenant-Colonel Craighill, a number of bidders, and several representatives of the press. Report of the fact was made the same day to the Chief of Engineers. January 11, 1883, a careful abstract of the bids was forwarded, with a comparison of them, as will appear from the following letter:

UNITED STATES ENGINEER OFFICE,
70 SARATOGA STREET,
Baltimore, Md., January 11, 1883.

GENERAL: I have the honor to forward herewith an abstract of the bids received January 4, made out on a copy of the advertisement and specifications, for building the monument at Yorktown, to which I referred in my letter of that day. A copy of each of the bids is also herewith, as required by the regulations.

The call was for proposals for granite. No. 5, being for a different material than granite, is, therefore, for the present at least, excluded from consideration.

We may also exclude from present consideration, it is thought, bids 1, 2, 3, 7, and 9, on account of their being decidedly higher than 4, 6, and 8.

For *incised letters* No. 8 is the lowest, but I know nothing of the Hallowell stone and cannot recommend its use without further examination. It is a very pretty granite, quite white, and would probably answer well if its color can be depended on. But it is reported to discolor badly under exposure. Nor am I *assured* of its sufficient strength and durability.

It will be observed that paragraph 6 of the specifications calls for alternate estimates, depending upon the manner of executing the inscriptions, whether by raised or incised letters.

I decidedly prefer the raised letters, but this is a point on which I think the judgment of the commission of artists should be followed, especially as the difference in cost is not very great. I believe they also prefer raised letters, but I am not certain.

If raised letters be used, the No. 6 bid is $63,750, and No. 8, $67,375; that is to say, No. 6 is the lowest. The No. 6 stone is abundantly strong and durable for the mass of the monument, and in my judgment would answer for that purpose, the figures to be of Westerly granite (see paragraph 5 of specifications). But I believe the commission of artists do not like the appearance of No. 6 stone. They judge it, however, from a small cube, and might conclude differently if a large structure of it were seen by them.

While thus submitting the principal points, I think the respective merits and demerits of the several varieties of stone require further examination before a choice is made among them. This will receive immediate attention, and definite recommendations will be submitted as soon as possible.

Very respectfully, your obedient servant,

WM. P. CRAIGHILL,
Lieutenant-Colonel of Engineers.

Brig. Gen. H. G. WRIGHT,
Chief of Engineers, U. S. A., Washington, D. C.

Abstract of proposals for building Yorktown Monument.

[Opened at 12.02 p. m., January 4, 1883.]

No.	Name.	Address.	Price.	How soon after date of contract will commence to deliver cut-stone work.	Time.		Remarks.
					Commence—	Complete—	
1	Daniel C. Hutchinson	Boston, Mass., 137 Chambers street.	$74,000 00	9 months *	Jan. 20, 1883	July 4, 1884	The granite to be from Hallowell, Richmond, Ellsworth, and Blue Hill, Maine, as may be required.
2	John T. Rowe, president Mount Waldo Granite Works.	Frankfort, Me., and 171 Temple Court, 5 Beekman street, New York City.	74,500 00	3 months	Feb. 1, 1883	Feb. 1, 1884	Only one proposal. Bond in duplicate. Copy of proposal and original bond accompanies this abstract.
3	R. Snowden Andrews, president Westham Granite Company of Virginia.	P. O. box 177, Richmond, Va., and 106 South street, Baltimore, Md.	74,987 87	90 days		July 1, 1884	Raised letters with polished faces.
			73,487 87	do		July 1, 1884	Incised, sunk letters, 1½ inches deep.
							In letter accompanying proposal engages "to furnish for the crowning figure and drum *statuary granite* that shall be at *at least equal* to (Westerly) in every particular for the purpose."
4	E. H. Lowry, secretary Bodwell Granite Company.	Rockland, Me	60,436 00	400 days	On receipt of drawings.	Oct. —, 1884	Raised polished letters $5 each extra=$7,440, making bid with such letters $67.876.
5	George Doyle, agent Hallowell Granite Company.	Hallowell, Me., and 683 Broadway, New York City.	58,500 00	540 days	Oct. 1, 1883	July 1, 1884	This bid is to build not of granite, but of *Bedford limestone.*
6	Davis Tillson	Rockland, Me	60,000 00	1 year	Apr. 1, 1883	Sept. 1, 1884	
			63,750 00				If letters on die are raised and polished.
7	Brown, McAllister & Co	New York, N. Y	115,000 00	90 days	Mar. 15, 1883	Mar. 15, 1885	
8	J. R. Bodwell, president Hallowell Granite Company.†	Hallowell, Me	59,487 00	400 days		Oct. 1, 1884	All of Hallowell granite.
			59,935 00	do		Oct. 1, 1884	With statuary of Westerly granite.
					On receipt of contract and drawings.		$5 per letter extra for raised letters with polished face=$7,440, making bid on this basis $67,375.
9	E. C. Sargent, agent Concord Granite Company.	Boston, Mass	99,550 00				Informal. This bid is by letter and not in the form of proposal. It is not accompanied by bond or advertisement or specification.

* One copy of the proposal has this 9 *days*. No bid for raised letters as requested.

† Contract with J. R. Bodwell, president of Hallowell Granite Company.

Final recommendations as to the award of the contract were made February 3, as appears from the following letter:

UNITED STATES ENGINEER OFFICE,
70 SARATOGA STREET,
Baltimore, Md., February 3, 1883.

GENERAL: I have the honor to inclose a copy of the opinion of the commission of artists as to the granite they prefer for the Yorktown Monument, dated January 31, received by me to-day.

They specifically recommend Hallowell granite, which means that referred to in bid No. 8 (see the abstract sent with my letter of January 11, 1883). This is the lowest bid, if incised letters be used for the inscription. The cost of this would be $59,487 or $59,935. They decidedly prefer, however, raised letters, for which alternate bids were asked and received (see paragraph 6 of specifications, copy inclosed). If raised letters be used, bid No. 6 is the lowest, $63,750, No. 8 then becoming $66,927 or $67,375. But the commission object to the No. 6 granite as being positively unfitted for statuary purposes, and probably unfitted for other parts of the monument.

Paragraph 5 of the specifications states: "The crowning figure and the drum to be of the statuary granite of Westerly, R. I. The remainder of the monument to be of light-colored granite."

No. 6 could not strictly be called a "a light-colored granite." Bid No. 6 does not specifically propose to have the "crowning figure and the drum of Westerly granite," nor is it understood that General Tillson (No. 6) has arranged to procure it, though under a strict construction of his bid he could probably be compelled to obtain Westerly granite for the "statuary and drum."

The commission prefer to have the monument built entirely of Hallowell granite, though it was not contemplated by the specifications (5) that it should be all of one kind. It will be observed, however, that No. 8, besides complying with the specifications in making a proposal for the use of two granites, gives also an alternate proposal for a monument wholly of one granite."

Three main qualities of the granite are to be considered in selecting the stone for the monument—strength, durability, and color as to suitableness and permanence. Either No. 6 or No. 8 would have abundant strength and durability. The artists, whose judgment ought to rule as to color, decideldy object to No. 6 and recommend No. 8.

After very carefully weighing all the points in the specifications, bids, regulations, &c., it is recommended that the contract be awarded to bidder No. 8, the monument to be entirely of Hallowell granite, and letters to be raised; cost $66,927.

If this be deemed inadmissible without violation of the rights of No. 6, then it is recommended that the bid of No. 8 be accepted for a monument all of Hallowell granite, with letters incised; cost, $59,487.

Very respectfully, your obedient servant,

WM. P. CRAIGHILL,
Lieutenant-Colonel of Engineers.

Brig. Gen. H. G. WRIGHT,
Chief of Engineers, U. S. A., Washington, D. C.

OFFICE OF RICHARD M. HUNT, ARCHITECT,
154 NASSAU STREET,
New York, January 31, 1883.

SIR: We, the undersigned, commissioners on design of the Yorktown Monument, recommend that the Hallowell granite be used in its construction, it being sufficiently good for statuary purposes to warrant its use throughout the entire structure—a very desirable feature.

Of all the other samples of granite submitted to the commission, none are fit for statuary purpose excepting the statuary granite of Westerly, R. I., and that of the Westham Granite Company, Richmond, Va., both of which are considerably higher in price.

The bid of the Hurricane Granite Company, Rockland, Me., on the other hand, is somewhat lower (should raised instead of sunken letters be used for the inscriptions on the die, which the commission strongly recommend), but this granite is not suitable for statuary purposes, and we fear that even the accessory carving could not be rendered with proper effect on account of its coarse grain and mottled appearance.

We remain, respectfully, yours,

R. M. HUNT.
HENRY VAN BRUNT.
J. Q. A. WARD.

Hon. ROBERT T. LINCOLN,
Secretary of War, Washington, D. C.

The decision of the Secretary of War was received February 16, the accepted bidder being the Hallowell Granite Company, the monument to be of Hallowell granite, and the letters of the inscription to be raised, at a total cost of $66,927.

After correspondence with the granite company of Hallowell, Me., to obtain names, &c., of bondsmen, and after investigation of their suitableness, the necessary papers were made out and sent to the president of the company March 9, 1883. There was delay in completing them, owing to the absence of a bondsman whose father had died. Meantime no expense whatever was incurred by the United States, and the delay was of no special importance at that season. The contract is dated March 30, 1883, and was approved by the Chief of Engineers, April 10, 1883.

Since that time a few of the stones have been gotten out of the quarry and some progress has been made in the preparation of the models for the work of the sculptors.

At the date of this report the contractor is entering actively upon the quarrying and cutting of the stone and the preparation of the models, and is about to arrange for the reception of materials at Yorktown and its placing in the structure, so that the whole may be completed by the expiration of the contract time, October, 1884. It is expected the monument will be ready by the 103d anniversary of the great event it is to commemorate.

WM. P. CRAIGHILL,
Lieutenant-Colonel of Engineers, U. S. Army.

PROPOSALS FOR BUILDING YORKTOWN MONUMENT.

[Office of Richard M. Hunt, architect, Tribune Building.]

NEW YORK, *November* 27, 1882.

Proposals for building the monument at Yorktown, Va., will be received until noon of January 4, 1883, and opened immediately thereafter.

Blank forms, specifications, and information can be had on application to this office.

RICHARD M. HUNT,
Chairman of the Commission on Design.

Specifications of the work and materials required in the completion of the Yorktown Monument, at Yorktown, Va., in conformity to the plans furnished by Richard M. Hunt, architect, Tribune Building, New York City, and under the supervision of Lieut. Col. William P. Craighill, Corps of Engineers, No. 70 Saratoga street, Baltimore, Md.

1. The contractor to furnish and set complete the monument, in accordance with the drawings Nos. 1 and 2, from the level of the foundation now built to the apex, entirely of granite of approved quality, wrought, set, and completed in conformity to these specifications. Full-size detail drawings will be furnished the contractor.

2. QUALITY OF THE GRANITE.—All the granite to be of first quality, light in tone and even in color, close grained, good texture, free from cracks, seams, flaws, iron marks, discolorations, and defects of every kind, and of the dimensions required by the drawings.

3. SOURCE OF SUPPLY.—The quarry from which it is proposed to obtain the granite must be fully opened, and capable of furnishing the quantity and dimensions required by the drawings.

4. CUTTING OR DRESSING.—All the exposed faces from the foundation to the base

of shaft to be fine ten-steel hammered work; and from base of shaft to apex fine eight-steel hammered work; best style of cutting, as per sample to be seen at this office, or at the office of the supervising engineer. All beds and joints to be worked true and fair, perfectly out of wind, and to have an equal bearing throughout, as per sample, and to be worked so that when set the joints will not exceed three-sixteenths of an inch thick; the cut faces, margins, arrises, moldings, washes, chamfers, drips, &c., must be sharp, true, and clean, in strict accordance with the drawings and full size details and models. The bed joints of the fitting in blocks of steps, die, &c., to be as above specified. The vertical joints to average one-half inch in thickness, and nowhere to extend more than three inches in length, with a thickness of more than one inch.

5. SCULPTOR'S WORK.—The allegorical figure crowning the monument, the alto-relievi of thirteen figures surrounding the drum, the capital, shield and palm, bands and stars on shaft, and the four bas reliefs, one on each tympanum of the die, to be cut by skilled men after models to be approved by the commission; said models to be made by the contractor in the city of New York, under the supervision and to the satisfaction of the commission, at a scale not less than six inches to the foot; said models to be cast in plaster of Paris and to remain the property of the commission. The drum bearing the figures in relief will be two courses in height, not more than four blocks in each course, breaking joints; the upright joints to follow outline of figures as may be directed, and to be concealed as much as possible. The crowning figure and the drum to be of the statuary granite of Westerly, R. I. The remainder of the monument to be of light-colored granite.

6. INSCRIPTIONS, &C.—The inscriptions on the four sides of the die (hereinafter contained) to be incised, sunk letters, 1½ inches deep, cut true and sharp. (Alternate estimates to be furnished for raised letters, with polished faces, one inch projection.) The inscription on the drum to be in raised letters, with polished faces; the thirteen stars on the drum to be slightly raised and polished.

The following are the inscriptions on the die:

Front.

AT YORK ON OCTOBER 19 1781
AFTER A SIEGE OF NINETEEN DAYS
BY 5500 AMERICAN AND 7000 FRENCH TROOPS OF THE LINE
3500 VIRGINIA MILITIA UNDER COMMAND OF GENERAL THOMAS NELSON
AND 36 FRENCH SHIPS OF WAR
EARL CORNWALLIS
COMMANDER OF THE BRITISH FORCES AT YORK AND GLOUCESTER
SURRENDERED HIS ARMY
7251 OFFICERS AND MEN 840 SEAMEN 244 CANNON AND 24 STANDARDS
TO HIS EXCELLENCY GEORGE WASHINGTON
COMMANDER IN CHIEF OF THE COMBINED FORCES OF AMERICA AND FRANCE
TO HIS EXCELLENCY THE COMTE DE ROCHAMBEAU
COMMANDING THE AUXILIARY TROOPS OF HIS MOST CHRISTIAN MAJESTY IN AMERICA
AND TO HIS EXCELLENCY THE COMTE DE GRASSE
COMMANDING IN CHIEF THE NAVAL ARMY OF FRANCE IN CHESAPEAKE

Rear.

ERECTED
IN PURSUANCE OF
A RESOLUTION OF CONGRESS ADOPTED OCTOBER 29 1781
AND AN ACT OF CONGRESS APPROVED JUNE 7 1880
TO COMMEMORATE THE VICTORY
BY WHICH
THE INDEPENDENCE OF THE UNITED STATES OF AMERICA
WAS ACHIEVED

Side.

THE TREATY
CONCLUDED FEBRUARY 6 1778
BETWEEN THE UNITED STATES OF AMERICA
AND LOUIS XVI KING OF FRANCE
DECLARES:
THE ESSENTIAL AND DIRECT END
OF THE PRESENT DEFENSIVE ALLIANCE
IS TO MAINTAIN EFFECTUALLY
THE LIBERTY SOVEREIGNTY AND INDEPENDENCE
ABSOLUTE AND UNLIMITED
OF THE SAID UNITED STATES
AS WELL IN MATTERS OF GOVERNMENT AS OF COMMERCE

Side.

THE PROVISIONAL ARTICLES OF PEACE
CONCLUDED NOVEMBER 30 1782
AND THE DEFINITIVE TREATY OF PEACE
CONCLUDED SEPTEMBER 3 1783
BETWEEN THE UNITED STATES OF AMERICA
AND GEORGE III KING OF GREAT BRITAIN AND IRELAND
DECLARE:
HIS BRITANNIC MAJESTY ACKNOWLEDGES THE SAID UNITED STATES
VIZ. NEW HAMPSHIRE MASSACHUSETTS BAY RHODE ISLAND AND
PROVIDENCE PLANTATIONS CONNECTICUT NEW YORK
NEW JERSEY PENNSYLVANIA DELAWARE
MARYLAND VIRGINIA NORTH CAROLINA
SOUTH CAROLINA AND GEORGIA
TO BE FREE SOVEREIGN AND INDEPENDENT STATES

The following are the inscriptions on the drum:

ONE COUNTRY. ONE CONSTITUTION. ONE DESTINY.

7. DEFECTS.—All stone must be cut to lie on its quarry bed. Patching or hiding defects by any method will not be allowed, and all defective work or material will be rejected.

8. SETTING.—Lafarge cement to be used throughout. No cement to be used except on the day it is made. All stones to be floated in cement. Each course to be thoroughly bedded in mortar, and all vertical joints completely filled solid. Joints to be neatly struck flat—no lewis holes to show. The stones composing the courses from and including the top course of the die to the base of the shaft of column to be clamped together with gun-metal clamps one inch thick, three inches broad, and twelve inches long, with ends turned down three inches. The crowning figure to be bolted down by a gun-metal bolt 3 inches in diameter, extending 12 inches into bottom of statue and running down 11 feet and 6 inches through the top courses; 12 feet 6 inches total length. The three capping stones in pediments on each side of die to be secured by type metal dowels, run in a molten state, as may be directed.

9. CLEANING DOWN.—The entire monument to be cleaned down with water, &c.

10. SCAFFOLDING.—Required to be built entirely of new materials of sufficient strength for the purpose intended, and to be approved by the supervising engineer.

11. CLASS OF WORK.—The entire work to be of the best character, executed by skilled labor, and to the entire satisfaction of the architect and the supervising engineer. All questions arising out of this contract shall be decided by the United States agent in charge, and his decision shall be final and conclusive.

12. The work will be conducted under the direction of the United States agent, who shall have power to prescribe the order and manner of executing the same in all its parts; of inspecting and rejecting materials, work, and workmanship which, in his judgment, do not conform to the drawings that may be furnished from time to time, to the models, or to these specifications. And any material, work, or workmanship so rejected by him shall be kept out of or removed from the finished work, and no estimate or payment shall be made until such material, work, or workmanship be so removed.

13. The United States have the right and privilege to appoint an inspector to examine and to report upon any materials, work, and workmanship pertaining to the work, who will receive instructions from the United States agent. This inspector shall have power to object to any materials, work, or workmanship. Any material, work, or workmanship objected to by the inspector shall be kept out of or removed from the finished work, unless in each particular case the objections of the inspector shall be overruled by the United States agent, and unless the objection be so overruled, no estimate or payment shall be made until such material, work, or workmanship be so removed.

14. Within thirty days after the completion of the work, and before the final payment shall be made, the contractor shall remove from the site all scaffolding, rubbish, old and unused material, and leave the whole in perfect order and condition.

15. The contractor is not to take advantage of any omissions of details in specifications, models, or drawings, but will be required to do everything necessary to complete the work.

16. The bid should state the sum in United States currency for which the entire job will be completed, including materials, labor, scaffolding, tools, machinery, implements, molds, models, transportation, apparatus, and appliances of every description necessary or proper to or for the due performance of the work and the true and faithful execution of the contract.

17. Partial payments on the contract will, however, be made on each delivery for parts actually delivered and accepted, of a proportionate part of the contract price for the entire work to be determined by the United States agent.

18. CONDITIONS OF BIDDING.—Parties obtaining the drawings must return them within fifteen days from date of receipt of same. Any bids received from parties not complying with this requirement will not be considered. Each bidder must submit with his proposal, properly labeled, samples of the granite he proposed to furnish; the samples to be 6 inches by 6 inches by 6 inches on face, showing natural fracture, and the others the different grades of cutting. Also to state in his bid the time when he will commence the delivery of the cut-stone work. The time in which the contractor proposes to commence the delivery, and the quality of the granite, as well as the time of the completion of the whole job, to be considered in awarding the contract. Samples of cutting to be executed on the granite work may be seen at this office or at the office of the supervising engineer.

GENERAL INSTRUCTIONS FOR BIDDERS.

19. All bids must be made in *duplicate* upon the printed forms furnished by this office, and be accompanied by a copy of this advertisement and specifications.

20. The bond attached to each bid must be signed by two responsible sureties, to be certified to as good and sufficient guarantors, by a United States district attorney, collector of customs, or of any other officer under the United States Government or responsible person known to the office. The bond to proposal must be not less than 10 per cent. of the whole amount of the proposal.

21. The sureties are to make and subscribe affidavits of justification on the back of the bond; the sum in which they jointly justify to be double the amount of the penalty. A firm will not be accepted as a surety, nor will a partner be accepted as surety for a copartner or for a firm of which he is a member. An officer of a corporation will not be accepted as surety for such corporation.

22. When firms bid, the individual names of the members should be written out, and should be signed in full, giving the Christian names, but the signers may, if they choose, describe themselves in addition as doing business under a given name and style as a firm.

23. All signatures must be witnessed and have affixed to them seals of wax or wafer.

24. The place of residence of every bidder, with county and State, must be given after his signature, which must be written in full.

25. All prices must be written as well as expressed in figures.

26. A percentage of 10 per centum will be retained from each payment until the completion of the contract; except where (as in cases in which no payment is to be made until a work is completed) such percentage may, in the opinion of the officer in charge, properly be dispensed with.

27. The contract which the bidder and sureties promise to enter into shall be, in its general provisions, in the form adopted and in use by the Engineer Department of the Army, blank forms of which can be inspected at this office, and will be furnished, if desired, to parties proposing to put in bids. Parties making bids are to be understood as accepting the terms and conditions contained in such form of contract.

28. Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will cause the rejection of all bids in which he is interested.

29. *The United States reserves the right to reject any and all bids; also to disregard the bid of any failing bidder or contractor, known as such to the Engineer Department.*

30. The bidder must satisfy the United States of his ability to furnish the material or perform the work for which he bids.

31. Transfers of contracts, or of interests in contracts, are prohibited by law.

32. In submitting proposals, the sealed envelopes must be so indorsed as to indicate, before being opened, the particular work for which the bid is made.

33. All blank spaces in the proposal and bond must be filled in.

34. Make out proposals and bond in duplicate, and place in an envelope marked "Proposals for building a monument at Yorktown, Va.," and inclose this in another envelope addressed to R. M. Hunt, architect, Tribune Building, New York City.

35. The contractor should within ten days from the award of the contract furnish this office with the post-office address to which communications should be sent.

36. A copy of this advertisement and specifications will be attached to the contract and form a part of it.

RICHARD M. HUNT,
Chairman of the Commission on Design of the Yorktown Monument.

[Forms.]

PROPOSAL FOR BUILDING YORKTOWN MONUMENT IN GRANITE.

——— ———, 188–.

To Mr. R. M. HUNT,
Architect, Tribune Building, New York, N. Y.

SIR: In accordance with your advertisement of November 27, 1882, inviting proposals for building a monument at Yorktown, Va., and subject to all the conditions and requirements thereof, and of your specifications, dated November 27, 1882, copies of both of which are hereto attached, and, so far as they relate to this proposal, are made a part of it, we (or I) propose to furnish all the materials and perform all the work necessary and proper to construct and complete in granite the monument at Yorktown, Va., in conformity with the plans, models, and drawings, and with such directions as may from time to time be received from the United States agent, for the sum of ——— dollars.

We (or I) will commence the delivery of the cut-stone work within ——— days from the date of the contract.

We (or I) propose to commence the work on or before ———, 188–, and complete the same on or before ———.

We (or I) make this proposal with a full knowledge of the kind, quantity, and quality of the articles required, and, if it is accepted, will, after receiving written notice of such acceptance, enter into contract within thirty days from the date of said notice, with good and sufficient sureties for the faithful performance thereof.

[Signature.] ——— ———.
[Address.] ——— ———.
[Signature.] ——— ———.
[Address.] ——— ———.
(Signed in duplicate.) ——— ———.

BIDDER'S BOND.

Know all men by these presents, that we, ——— ———, of ———, as principal, and ——— ———, of ———, and ——— ———, of ———, as sureties, are held and bound unto the United States of America in the penal sum of ——— dollars, to the payment of which sum, well and truly to be made, we do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Given under our hands and seals this ——— day of ———, 188–.

The condition of this obligation is such that whereas the above-bounden ——— ———, in response to a public advertisement and notice dated November 27, 1882, and given and published by Richard M. Hunt, architect, has made and presented to Richard M. Hunt, architect, a formal proposal, in writing, whereby he has proposed and agreed to enter into a contract with Lieut. Col. William P. Craighill, Corps of Engineers, United States Army, acting for and representing the United States, to build a monument at Yorktown, Va., according to the terms and conditions set forth in said advertisement and notice:

Now, therefore, if the said ——— ——— shall not withdraw ——— said proposal within sixty days from the date of opening the proposals, and shall, within thirty days from the date on which ——— may be notified that ——— said proposal has been accepted and the said contract awarded to ——— (provided such award be made within the sixty days above mentioned), duly and formally enter into such contract agreeably to the terms of ——— said proposal, and into such bond for its due performance as shall be required of ———, or if ——— proposal shall not be accepted and such contract not be awarded ———, then this obligation shall be void; otherwise, that is to say, if either ——— shall withdraw ——— proposal within said sixty days, or fail to enter within said thirty days into such contract if awarded ——— and into such bond, to remain in full force, effect, and virtue.

——— ———. [L. S.]
——— ———. [L. S.]
——— ———. [L. S.]

Witnesses:
——— ———.
——— ———.
——— ———.
(Executed in duplicate.)

STATE OF ———, *County of* ———, *ss:*

I, ——— ———, one of the sureties named in the within bond, do swear that I am pecuniarily worth the sum of ——— dollars, over and above all my debts and liabilities.

[Signature of surety.] ——— ———.

Before me,

Signature of officer administering oath, with seal, if any. ——— ———.

STATE OF ———, *County of* ———, *ss:*

I, ——— ———, one of the sureties named in the within bond, do swear that I am pecuniarily worth the sum of ——— dollars, over and above all my debts and liabilities.

[Signature of surety.] ——— ———.

Before me,

Signature of officer administering oath, with seal, if any. ——— ———.

I, ——— ———, do hereby certify that ——— ——— and ——— ———, the sureties above named, are personally known to me, and that, to the best of my knowledge and belief, each is pecuniarily worth, over and above all his debts and liabilities, the sum stated in the accompanying affidavit subscribed by him.

[Signature of certifying official.] ——— ———.

[NOTE.—The certificate may be given separately as to each surety, and modified accordingly.]

BUILDING MONUMENT AT YORKTOWN, VIRGINIA.

ANNUAL REPORT FOR THE YEAR 1884.

UNITED STATES ENGINEER OFFICE,
70 SARATOGA STREET,
Baltimore, Md., September 25, 1884.

SIR: At the date of the last annual report for building the monument at Yorktown, Va., the contractor was entering actively upon the quarrying and cutting of the stone and the preparation of models.

The quarrying of the stone, the cutting and the placing in the monument have been done under the constant personal supervision of Mr. Charles Humphreys, who took station at Hallowell, August 9, 1883. His duties as inspector have been performed with much zeal, faithfulness, and ability. His report is appended.

The contractors were the Hallowell Granite Company, located at Hallowell, on the Kennebec River, Maine. They have executed their contract faithfully and creditably, producing what is supposed to be a very beautiful monument, a fitting memorial of a very great event in the history of the United States.

The contract price was originally $66,752. This was increased to $70,752 by a change in the number of stones of which the drum should consist. The drum was designed in eight pieces. The up and down joints were not vertical, but were intended to follow the folds of the drapery of the figures, and be concealed thereby as much as possible. The introduction of such joints was due to economical considerations, it being originally thought that to have the drum in a single stone would increase the solidity of the structure and improve its appearance, but the difficulty of handling so large a stone would have greatly added to the cost. It was finally decided to have the drum in two pieces. Even these weigh, respectively, 22 and 20 tons. The whole drum is 8 feet 8½ inches high, 9 feet 7 inches in diameter at top, and 9 feet 5 inches at bottom. Another addition of $100 was made to the contract price from the necessity of cutting another piece to replace a stone which was found to be unsuitable, the contractor not being at fault. The total cost under the contract became thus $70,852.

After a comparison of the vitruvian and conchoid curves of full size for the entaris of the column, the architect preferred the vitruvian which was adopted.

A question having arisen as to the proper direction to have the face of the crowning figure turned, several considerations were taken into account. This question was first raised by the contractor in his preparations for receiving and handling the stone at Yorktown, as it became necessary for him to decide where to place his large derrick, with its guys, &c. For others it was rather a matter of sentiment. The monument was to stand on ground which was inclosed by the English line of defense of 1781. Should the crowning figure face the actual

spot of the surrender of the British to the American and French troops? Or, towards the Moore House, where the terms of capitulation were agreed on? Or, towards York River, in which the co-operating fleet was anchored? Or, towards Chesapeake Bay and part of the York River, from which it would probably be mainly seen in future? The direction decided on is shown on the appended drawing.

The building of the wharf for the reception of the stone at Yorktown, of the railroad for moving it from the vessels to the base of the structure, of the derricks, &c., for handling it, and the scaffolding used in construction, were all arranged in a very thorough and satisfactory manner by Mr. Cheney, of Boston, of the firm of Cheney & Turnbull.

The shipment was made in three cargoes from Hallowell, every stone being carefully boxed. The first cargo left Hallowell May 6, 1884, and reached Yorktown May 18. The second cargo came soon after. The third was delayed by a storm, and was very nearly lost off Delaware Bay.

The first stone of the contract work was set May 23, and the crowning figure August 12, 1884. This was somewhat later than had been expected. The delay was due to the storm which overtook the third cargo. The contractors had been urged in their own interest to complete their work by August 1, as it is generally quite unhealthy at Yorktown for unacclimated persons after that date until frost. This would have been done but for the delay mentioned, which was beyond human control. The contract did not require completion until October, 1884.

The payments to the contractors were the following:

February 12, 1884	$17,640
July 10, 1884	21,600
July 26, 1884	12,510
September 10, 1884	19,102
	70,852

The contract with the Hallowell Granite Company included the structure from the foundation to the top of the crowning figure. The character of the soil of the site was given in the annual report for 1882. The foundations were of concrete, 6½ feet deep, square in plan, 41 feet on a side at bottom, and 31½ feet at top. These foundations were placed in 1881 at the time of the laying of the corner stone, when the details of the courses of the monument proper had not been definitely arranged by the commission of artists. It became necessary, therefore, to connect the level of the top of the concrete foundation with the bottom course of the adopted arrangement of the monument. This connection was made by placing on the older concrete a new mass of the same material, about 15 inches deep, with an exterior facing of granite about 2 feet wide.

There is now in process of construction a granite pavement, 12 feet wide, to be bordered by a simple iron fence. The object of this fence is to keep meddlesome people at a distance, and the pavement is to improve the appearance, and prevent washing of the loose, sandy soil.

With a view to economy and appropriateness an effort was made to procure from the Ordnance Department, U. S. Army, enough condemned gun-barrels and bayonets to form into the protecting fence, but without success. A simple design was thereupon adopted, the details being so arranged as, while not attracting attention to itself, and not obstructing the view of the monument, to make the fence such an obstacle to passage over it or through it as would be discouraging and difficult to one attempting it.

The propriety of putting lightning-rods on the monument was carefully considered, and it was decided to omit them as unsightly on so ornate a structure.

The mortar used in the contractor's work has been made of Lafarge cement, one part with one part of clear sharp sand in volume.

A very careful and detailed resurvey of the site and its adjacent slopes was made in the autumn of 1883, in order to their readjustment and complete drainage, with a view to assured stability. A stone was sunk at some distance from the base of the monument, to serve as a point of reference. The top of this stone is 65.9444 feet above mean low water. The top of the first course of the monument was carefully examined by the inspector with the level every day during the construction and repeatedly since, reference being had to the stone mentioned above. Not the smallest subsidence has been observed.

The following are the positions and references of the corners of top of first course:

No. 1—W	70.495
No. 2—N	70.494
No. 3—E	70.495
No. 4—S	70.495

The weight of this monument is about 1,000 tons, and the pressure on the bed of the foundation is, therefore, considerably less than 1 ton to the square foot, while that of the completed Washington Monument in Washington is stated by Colonel Casey, in his letter to me of July 29, 1881, as to be a little over 5 tons.

The crowning statue weighs about 8½ tons, is 13 feet 9 inches high, 6 feet 7 inches across the fingers of the extended hands, and 5 feet thick from fingers to back of plinth. The highest point is 100½ feet above the ground at its base and 166,951 feet above mean low water. The drawings which accompanied my last annual report gave quite a full representation of the monument, and for that reason no details are given now. In a few particulars the monument as built does not conform to those drawings, but the differences relate to points which were subject to change in the specifications of the contract. The modifications were of an artistic character and were made by the commission who furnished the design.

The drawing which accompanies this report shows the topography as it is. Some grading should be done, in order to its better protection from the wear of water and to give a better view of the monument from the river.

An investigation as to the stability of the monument in regard to wind pressure was made at my request by Capt. Thomas Turtle, of the Corps of Engineers, then my assistant, with the results exhibited in the following letter, dated September 27, 1883:

BALTIMORE, MD., *September* 27, 1883.

COLONEL: Investigations as to the stability of the Yorktown Monument in regard to the wind pressure develop the following facts:

The area of the elevation of the shaft above the joint at the base of the column is 268 + square feet. The center of the wind pressure 25′ 5″ .8 above the joint referred to, and the moment per pound pressure upon the area of the elevation is 7,292.5. The total contents above this joint I estimate to be 1,016 + cubic feet, which, at 170 pounds per cubic foot, amounts to 172,720 pounds.

The radius of the drum at the base of the shaft being 2′ 9″, and the width of the fillet being assumed at 2″, the lever-arm of this weight is 2′.9166, and its moment will be 503.756 +.

The moment of the wind pressure will equal the moment of the weight of the shaft (including the statue, of course) when the wind pressure is slightly in excess of 69 pounds per foot upon the elevation.

The form of the exposed surface, according to the authorities, will assist the stability, but what the coefficient may be can only be conjectured. If a sphere which curves in all directions have the coefficient 0.43, this shaft, which curves in but one direction (horizontally), would have a greater one probably, perhaps very nearly the mean between the sphere and the plane surface, say 0.75, *i. e.*, 93 pounds on a plane surface would be necessary in order that the 69 might be produced upon the elevation.

Wind pressures actually occurring have, it seems from the literature and discussions in reference to bridges, never been satisfactorily measured. Sixty-nine pounds pressure belongs theoretically to a velocity of more than 115 miles per hour. The maximum velocity in the recent gale on the Cape Fear would theoretically give a pressure of about 47 pounds per square foot.

An interesting *résumé* of opinions and theories of the maximum pressures in winds is given in the Engineering News for 1881, page 416, which shows that there are very diverse views existing. It seems that in the storm that destroyed the Tay Bridge the velocity of 120 miles per hour was recorded. It is also noted that a pressure of 80 pounds was recorded at an observatory at Liverpool in 1868. The great differences at times existing between theory and instrumental indications is shown by the statement of Professor Airy, that a gale (December 8, 1872) with an (instrumentally) recorded velocity of 57 miles per hour had an (instrumental) indication of 50 pounds per square foot. The theoretical pressure would be about 17 pounds per square foot according to the table on page 408 of the same volume of the Engineering News.

All things considered, it is hazardous to state absolutely, or even approximately, the overturning moment to which the shaft would or might be subjected.

It will be interesting to determine the distance from the edge of the joint to where resultants of the weight of the shaft and of various overturning forces act (the latter being noted as pounds pressure per square foot upon the elevation of the shaft), and also to estimate the pressures upon the plane of the joint in the vicinity of its edge. At the outset in making this estimate of pressures difficulty arises, from the fact that an hypothesis will have to be assumed as to the distribution of pressures upon this circular base when the column is subjected to a force tending to overturn it, but if the material be considered as not yielding to the pressures, *i. e.*, incompressible practically, I cannot see but that each element of the base included between parallel lines perpendicular to the direction of pressure must bear the same total amount as the corresponding elements of a circumscribing square with a resultant of forces of the same intensity and direction. This view would require that the material of the mortar in the joint would crush more quickly in the case of this round column than in the case of the square shaft of the hypothesis, and this is undoubtedly true.

We will consider that the segment of the joint where versine is one-half inch is referred to where pressures are noted, and we will have for—

10 pounds pressure, resultant 2′ 5″ .9 from edge, and pressure on edge of joint will approximate 1,093 pounds per square inch.

20 pounds pressure, resultant 2′ 0″.3 from edge, and pressure on edge of joint approximating 1,400 pounds per square inch.

30 pounds, resultant 1′ 7″.8 from edge of joint, and pressure on edge of joint approximating 1,700 pounds per square inch.

40 pounds, resultant 1′ 2″ .7 from edge, and pressure on edge of joint approximating 2,400 pounds per square inch.

50 pounds, resultant 9⅛″ from edge, and pressure on edge of joint approximating 3,600 pounds per square inch.

60 pounds, resultant 4″.6 from edge, and pressure approximating on edge of joint 7,700 pounds per square inch.

If we suppose the mortar for this half inch of the joint crushed out and the pressure upon the adjoining element of the joint of one-half inch in width, it would bear pressure approximating to one-ninth of the above.

In this connection I will call attention to the help which we have a right to expect from the mortar in the joint. The area of the joint is 3,848.2 square inches, and the moment per pound of tensile strength of the mortar with reference to the edge of the joint is 11,223 +; that is more than 1½ times the moment for each pound of wind pressure per square foot of the area of the elevation of the shaft. It is not too much to expect that the cement of the joints will afford all the strength necessary.

From the drawings I estimate the area of the elevation of the statue 41.8 square feet, and the moment for each pound of wind pressure with respect to the edge of the joint at the base of the statue 208. The contents of the statue will probably be 105 cubic feet (17,850 pounds), and the moment would be 31,237.5; *i. e.*, it would take the moment of 150 pounds pressure, about, on each square foot of the elevation to equal the moment of its weight.

Very respectfully,

THOMAS TURTLE,
Captain of Engineers.

The site has the following boundaries:

Description of site procured by the United States for the erection of the monument at Yorktown, Va.:

Beginning at a point on the northeast side of the main street of Yorktown, at the intersection of a street leading to the water, and being the southwest corner of lot No. 81, as shown on Ladd's map; running thence N. 38.30 E. 350 feet; thence N. 19.06 E. 181 feet; thence N. 44.28 E. 445 feet to line of low water in York River; thence along line of low water S. 30.48 E. 368 feet; thence still along low-water line S. 51.10 E. 145 feet; thence 38.30 W. 911 feet; thence N. 41 W. 478 feet to place of beginning; containing 10.34 acres, more or less.

There is given immediately below a statement of expenditures up to this time:

Corner-stone and concrete foundations	$3,577 10
Curbing and capping of concrete foundations	5,278 89
Contract with Hallowell Granite Company	70,852 00
Payment to artist commission	8,000 00
Superintendence, inspection, mileage, travel expenses, telegrams, advertising, small freights, &c	2,723 38
Cost of site and investigation of title, &c	1,520 24
Total	91,951 61

Mr. R. M. Hunt, the architect, and Mr. J. Q. A. Ward, the sculptor, each made a visit of inspection to Hallowell during the progress of the work, and spent several days at Yorktown when the monument had been completed but the scaffolding not removed. A little retouching was there done to the crowning figure and the drum in place.

Several visits were made to Hallowell by the superintending engineer, and frequent visits to Yorktown.

There is danger of injury to the monument from inconsiderate relic-hunters. It may be necessary to have a watchman near it constantly. The unexpended balance might in part, it would seem, be properly expended in providing a keeper's dwelling.

This report is closed with a description of the design of the monument, taken from the original report of the commission of artists who furnished it, Mr. R. M. Hunt, Mr. J. Q. A. Ward, and Mr. Van Brunt.

* * * * * * *

From the architectural point of view it is composed of three principal parts: first, a base, which, with its stytobate and its pediments, is 21′ 11½″ high, and occupies an area 30′ 6¾″ square upon the ground; second, a highly sculptured podium 21′ 7″ high and 9′ 7″ in diameter, in the form of a drum, supporting, third, a column 32′ 5″ high and, at the base, 5′ 6″ in diameter. This shaft, for the sake of economy, is composed of a succession of drums or courses of masonry, which give practical reason for a departure from the conventional treatment which belongs to monolithic shafts, the joints being masked by four bands decorated with laurel leaves and justified by a decoration of stars symmetrically disposed upon them, and breaking the outline of the column.

The flutings of the shaft appear in the lowest and highest sections only. Its characteristics of detail are also devised to give practical interest and significance to an architectural form which, without them, would be too formal and cold for memorial uses. A column without decoration, but built in strict conformity with the consecrated conventions of proportion, is suited to sustain an entablature and play its part in the façade of a temple; but when conceived on a colossal scale and set up alone as a monument, it becomes meaningless and bald. When so used it is necessary for the architect not to content himself with making its proportions and details conform to the accepted formulas, and with justifying its existence by causing it to support a statue, but to lavish upon it all the thought and invention at his command, with the object of making it a monument, or, as the Germans have it, *denk maal*, a "think place."

From the point of view of sentiment, this monument is intended to convey in architectural language the idea set forth in the dedicatory inscription that by the

victory at Yorktown *the independence of the United States of America was achieved* or brought to final accomplishment.

The four sides of the base contain, first, an inscription dedicating the monument as a memorial of the victory; second, an inscription presenting a succinct narrative of the siege, prepared in accordance with the original archives in the Department of State; third, the treaty of alliance with the King of France; and, fourth, the treaty of peace with the King of England. In the pediments over these four sides are presented, carved in relief, first, emblems of the Army; second, emblems of the Navy; third, emblems of the alliance; and, fourth, emblems of peace.

The base is thus devoted to the historical statement; it explains the subsequent incidents of the monumental composition, which are intended solely to appeal to the imagination.

The immediate result of the historical events written upon the base was the happy establishment of a national union of thirteen youthful, free, and independent States. To celebrate this joyful union the sculptor has represented upon the circular podium which arises from the base a solemn dance of thirteen typical female figures, hand in hand, encircling the drum, which bears upon a belt beneath their feet the words, "One country, one constitution, one destiny." It is a symbol of the birth of freedom.

The column which springs from this podium may be accepted as the symbol of the greatness and prosperity of the nation after a century of various experience, when thirty-eight free and independent States are shining together in mighty constellation. It is the triumphant sign of the fulfillment of the promise; an expression of the strength and beauty of the Union; but the powerful nation does not forget the remote beginning of its prosperity, and in the midst of its shining stars bears aloft the shield of Yorktown covering the branch of peace.

As the existence of the nation is a proof of the possibility of a government of the people by the people for the people, the column thus adorned culminates with Liberty herself, welcoming the people of all nations to share equally with us the fruits of our peace and prosperity.

Respectfully submitted.

WM. P. CRAIGHILL,
Lieutenant-Colonel of Engineers, U. S. Army.

Hon. ROBERT T. LINCOLN,
Secretary of War, Washington, D. C.

Expenditures to date under appropriation for building a monument at Yorktown, Va.

LAYING CORNER-STONE AND A PORTION OF THE FOUNDATIONS IN 1881.

Materials, viz, broken stone for concrete, cement, sand, including original cost of same, freight to Yorktown, hauling at Yorktown, the corner-stone, box for same, plate on box, &c	$1,754 54	
Services, including those of overseers, laborers, mechanics, assistant engineer, preparing and placing material, laying off and leveling site, excavation for foundations, &c	1,598 21	
Travel expenses for assembling of mechanics, laborers, and material	217 15	
Furniture for office	7 00	
Telegram	20	
		$3,577 10

PROCUREMENT OF SITE.

Purchase of site	$1,000 00	
Examination of titles, &c	500 00	
Recording title papers	11 24	
Travel of clerk to attend to record of deeds, &c	9 00	
		1,520 24
Commission of artists	8,000 00	
Advertising for proposals and printing specifications	93 94	
		8,093 94
Mileage of supervising engineer to Maine, New York, and Yorktown, in three years		544 64

Wages of Mr. Charles Humphreys, inspector of work at quarry and Yorktown, under contract with Hallowell Granite Company, at $175 per month		$2,712 50
Telegrams in three years		15 18
Freights, drayage, and wharfage in three years		414 71
Wages of Mr. John H. Minnick, master mason at Yorktown, at $150 per month, completing foundations, paving, fences, grading, &c		1,085 00
Wages of employés, except Humphreys and Minnick, finishing foundations, paving, fences, grading, &c., and making surveys, sketches, and drawings		3,097 75
Traveling expenses of Humphreys to Maine and back, and of Humphreys, Minnick, and Seager, assistant engineer, &c., to Yorktown and back		216 65

MATERIALS FOR FINISHING FOUNDATIONS, PAVING, GRADING, FENCING, &C.

Stone	$1,106 50	
Cement	313 85	
Lumber	86 84	
Nails	7 95	
Lime, &c	8 65	
		1,523 79
Tools		109 27

CONTRACT.

Payments to Hallowell Granite Company	70,852 00
Total expended	92,762 77
Outstanding liabilities, including payment for iron fence, about	823 50

Property on hand.—3 chairs, 6 hammers (stone), 3 gumwood rollers, 4 hoes, 1 level (mason's), 24 shovels, 1 table, 1 trowel, 12 wheelbarrows.

WM. P. CRAIGHILL,
Lieutenant-Colonel of Engineers.

UNITED STATES ENGINEER OFFICE,
Baltimore, Md., October 13, 1884.

Site of Monument at Yorktown

Survey made by Jno. L. Seager Asst Engr Nov 21st 1883.
except as to location of wharf, railway, and derricks, of Contractor, which were supplied by Chas. Humphreys. Asst Engr

SCALE 1" = 40'

Wm. P. Craighill
Lt. Col. of Engrs
U. S. Army

York River

Yorktown

STEAM DERRICK

TEMPORARY WHARF of CONTRACTOR
APPROXIMATE LOCATION

N 44° 28' E 1355 FT

S 22° 52' E 247.4 FT

S 36° 32' E 185.6

S 56° 25' E 119.5 FT

MAGNETIC 1883

N 29° 30' E 1818 FT

(10.0)

(20.0)

(30.0)

(40.0)

(50.0)

(60.0)

RAILWAY

TO GLOUCESTER POINT

*STEAM ENGINE

& IRON FENCE

TOP OF FOUNDATION
REF (67.495)

LINE OF PAVING

FRONT

STEAM DERRICK

TO

LINE OF WOODEN FENCE

S 38° 30' W 586.5 FT

TO MOORE HOUSE

TO NELSON HOUSE

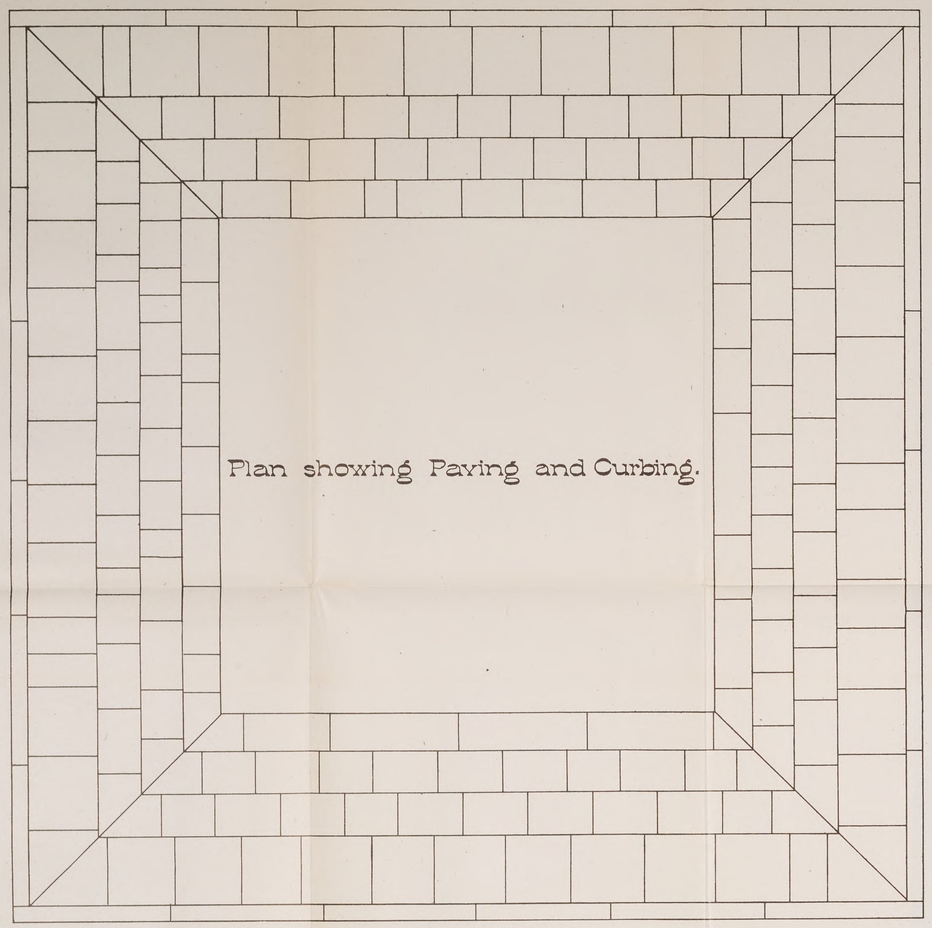
N 38° 30' E 450 FT

PLACE OF SURRENDER

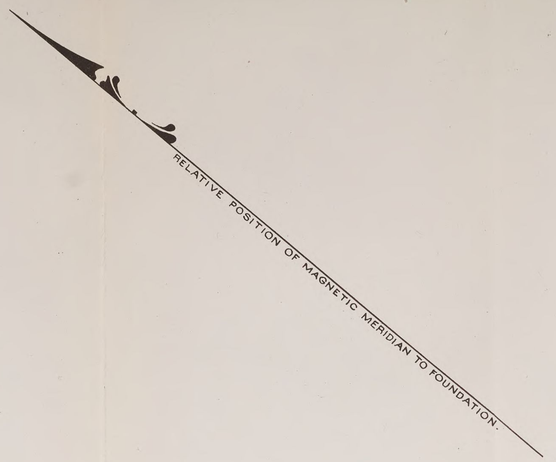
REFERENCE STONE (65.944)

N 41° W 478 FT

S. EX. 32, 2, 48.



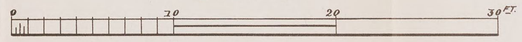
Front of Monument.



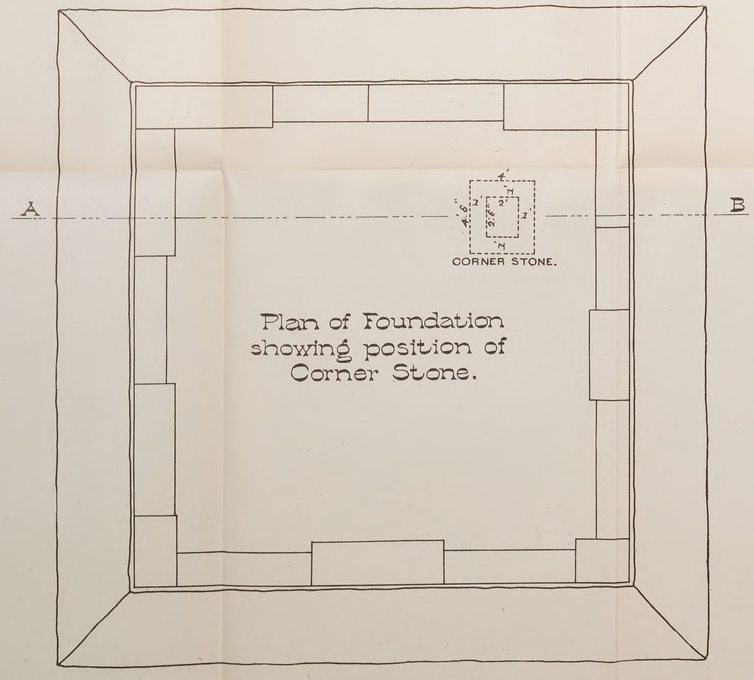
U. S. Engineer Office
Baltimore, Md
October 30, 1884
Wm P. Craighill
Lt. Col. of Engrs

FOUNDATION OF MONUMENT
ERECTED BY THE UNITED STATES GOVERNMENT
AT YORKTOWN, VA.
PLANS AND SECTION
SHOWING FOUNDATIONS, FIRST COURSE, PAVING, AND RAILING.

SCALE.

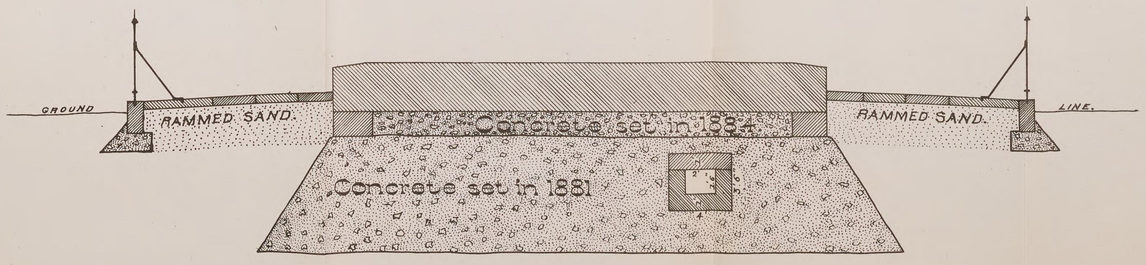


Drawn by J. L. Seager, Asst. Engr.



Plan of Foundation showing position of Corner Stone.

NOTE.
Elevation of top of concrete above mean low water = 67.5 feet.



Section on Line A.B., shows also First Course Paving, Curbing, and Railing.

S. EX. 32, 2, 48.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 33.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with law, list of the clerks and other persons employed in the War Department during the year ended November 30, 1884.

JANUARY 14, 1885.—Referred to the Committee on Printing and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 13, 1885.

The Secretary of War has the honor to transmit to Congress, in compliance with section 194 of the Revised Statutes, the accompanying reports of the names of the clerks and other persons employed in the War Department, and the offices thereof, from December 1, 1883, to November 30, 1884, and to respectfully state that they have all been usefully employed, and that the services of none of them can be dispensed with without detriment to the public service. The removal of any individuals and the appointment of others in their stead is not required for the better dispatch of business.

The classification for the purposes of the civil service act in the War Department includes all civilian employés subordinate to the Secretary, except those merely employed as laborers or workmen (messengers and watchmen being considered as so employed), and the classification is revised so that all employés embraced therein shall be classed as follows:

Those having an annual compensation exceeding $2,000, class A.
Those having an annual compensation of $2,000, class B.
Those having an annual compensation of $1,800, fourth class.
Those having an annual compensation of $1,600, third class.
Those having an annual compensation of $1,400, second class.
Those having an annual compensation of $1,200, first class.
Those having an annual compensation of $1,000, class C.
Those having an annual compensation of $900 and under, class D.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

Statement showing the names, compensation, &c., of clerks, messengers, assistant messengers, watchmen, and laborers employed in the office of the Secretary of War, from December 1, 1883, *to November* 30, 1884.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS A.					
	Chief Clerk.					
1	John Tweedale	$2,750	Dec. 1, 1883	Nov. 30, 1884	$2,750 00	Pennsylvania.
	CLASS B.					
	Disbursing Clerk					
2	E. M. Lawton	2,000	....do	....do	2,000 00	District of Columbia.
	Chiefs of Division.					
3	Samuel Hodgkins	2,000	....do	... do	2,000 00	Army.
4	Jay Stone	2,000	....do	....do	2,000 00	Minnesota.
5	L. W. Tolman	2,000	....do	....do	2,000 00	Massachusetts.
	CLASS 4.					
	Stenographer.					
6	Charles S. Sweet	1,800	....do	....do	1,800 00	Illinois.
	Clerks.					
7	R. Duryee	1,800	....do	....do	1,800 00	Connecticut.
8	C. H. Carrington	1,800	....do	....do	1,800 00	Ohio.
9	C. Bankes Brookes	1,800	....do	....do	1,800 00	Army.
10	Benjamin F. Wilkins	1,800	....do	....do	1,800 00	Vermont.
11	A. N. Thompson	1,800	....do	....do	1,757 60	District of Columbia.
	CLASS 3.					
12	Wm. B. Lee	1,600	....do	....do	1,600 00	Massachusetts.
13	James A. Randall	1,600	....do	....do	1,600 00	New York.
14	Sydney E. Smith	1,600	....do	....do	1,600 00	District of Columbia.
15	Charles R. Fosdick	1,600	....do	....do	1,600 00	Ohio.
16	Frank Jones	1,600	....do	....do	1,600 00	New York.
17	R. E. Moore	1,600	....do	....do	1,600 00	Michigan.
18	T. T. Stewart	1,600	....do	....do	1,499 99	Vermont.
	CLASS 2.					
19	M. P. King	1,400	....do	....do	1,400 00	District of Columbia.
20	Francis W. Edwards	1,400	....do	....do	1,400 00	Massachusetts.
21	Louis Koerth	1,400	....do	....do	1,400 00	Army.
22	J. P. Hodges	1,400	....do	....do	1,400 00	Iowa.
23	C. B. Tanner	1,400	....do	....do	1,400 00	Pennsylvania.
24	Thomas M. Reed	1,400	....do	....do	1,400 00	New Jersey.
25	D. Fitzgerald	1,400	....do	....do	1,400 00	Iowa.
26	M. R. Thorp	1,400	....do	....do	1,400 00	Ohio.
27	John B. Randolph	1,200 1,400	....do Sept. 1, 1884	Aug. 31, 1884 Nov. 30, 1884	902 18 346 14 1,248 32	Dist. of Columbia.
	CLASS 1.					
28	N. H. Stevens	1,200	Dec. 1, 1883	....do	1,200 00	New York.
29	H. C. Rutter	1,200	....do	....do	1,200 00	Ohio.
30	William R. Hillyer	1,200	....do	... do	1,200 00	Florida.
31	C. L. Walker	1,200	....do	...do	1,200 00	New York.
32	F. W. Ford	1,200	....do	....do	1,200 00	District of Columbia.
33	Charles C. M. Loeffler	1,200	....do	....do	1,200 00	Do.
34	F. P. Bronaugh	1,200	....do	....do	1,200 00	Do.
35	Thomas Lewis	1,200	....do	....do	1,200 00	Do.
36	Edward Dunn	1,200	....do	....do	1,200 00	Ohio.
37	T. H. Parsons	1,200	....do	....do	1,200 00	Maryland.
38	Thomas Reed	1,200	... do	....do	1,200 00	District of Columbia.
39	B. L. Thomson	1,200	....do	....do	1,200 00	New York.
40	F. I. Hunter	1,200	....do	....do	1,200 00	District of Columbia.
41	M. L. Stowell	1,200	....do	....do	1,200 00	Kansas.
42	Clinton H. Emerson	1,200	....do	....do	1,200 00	New York.
43	Frank M. Kiggins	1,200	....do	....do	1,200 00	Tennessee.
44	Daniel A. Whitesell	1,200	....do	....do	1,200 00	Pennsylvania.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS 1—Continued.					
45	Macdonald Douglass	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,200 00	Pennsylvania.
46	Joshua T. Smith	1,200	....do	....do	1,200 00	New York.
47	William E. Herbert	1,200	....do	....do	1,200 00	District of Columbia.
48	Maurice Pechin	1,200	....do	....do	1,188 59	Do.
49	Robert M. Kerr	1,200	....do	....do	1,200 00	Ohio.
50	Charles O. Pierson	1,200	....do	....do	1,200 00	New York.
51	D. E. Sharretts	1,200	....do	....do	1,200 00	Pennsylvania.
52	Samuel B. Loving	1,200	....do	....do	1,200 00	Virginia.
53	A. B. C. Clement	1,200	Jan. 29, 1884	....do	1,007 69	New York.
54	E. Buchanan	1,000 1,200	Dec. 1, 1883 Aug. 1, 1884	July 31, 1884 Nov. 30, 1884	668 24 398 92 1,067 16	Virginia.
55	Alex. L. Robinson	1,000 1,200	Dec. 1, 1883 Sept. 1, 1884	Aug. 31, 1884 Nov. 30, 1884	752 48 291 30 1,043 78	New York.
	CLASS C.					
56	G. C. Thomas	1,000	Dec. 1, 1883	....do	1,000 00	District of Columbia.
57	W. C. Taylor	1,000	....do	....do	1,000 00	Virginia.
58	Thomas Sheridan	1,000	....do	....do	1,000 00	District of Columbia.
59	George B. Hoyt	1,000	July 30, 1884	....do	337 19	Massachusetts.
60	James C. Churchill	1,000	Oct. 15, 1884	....do	127 96	New Mexico.
61	Benjamin F. Gardner	1,000	Nov. 18, 1884	....do	35 57	Kentucky.
	Carpenter.					
62	A. R. Johnson	1,000	Dec. 1, 1883	....do	1,000 00	Virginia.
	Foreman of Laborers.					
63	William M. Johnson	1,000	....do	....do	1,000 00	District of Columbia.
	Messengers.					
64	W. S. Dupee	840	....do	....do	840 00	Kentucky.
65	Joseph H. Harris	840	....do	....do	840 00	Maine.
66	J. H. Stewart	840	....do	....do	840 00	Maryland.
67	W. C. Costin	840	....do	....do	840 00	District of Columbia.
	Assistant Messengers.					
68	Henry D. Burwell	720	....do	....do	720 00	Virginia.
69	A. Brooks	720	....do	....do	720 00	Do.
70	Patrick Carroll	720	....do	....do	720 00	District of Columbia.
71	Thomas Irwin	720	....do	....do	720 00	Do.
72	Thomas Gooley	720	....do	....do	720 00	Do.
73	W. L. Parvin	720	....do	....do	720 00	Iowa.
74	John T. McKeon	720	....do	....do	720 00	District of Columbia.
	Laborers.					
75	E. Stannard	660	....do	....do	660 00	Do.
76	George W. Graves	660	....do	....do	660 00	Do.
77	William D. Buckley	660	....do	....do	660 00	Do.
78	Thomas Withers	660	....do	....do	660 00	Georgia.
79	Horatio N. Smith	660	....do	....do	660 00	Massachusetts.
80	H. C. James	660	....do	....do	660 00	District of Columbia.
81	James W. Loveless	660	....do	....do	660 00	Do.
82	Charles McEntyre	660	Oct. 7, 1884	....do	99 24	Ohio.
	Hostlers.					
83	Thomas S. Anderson	600	Dec. 1, 1883	....do	600 00	District of Columbia.
84	John H. Wilson	540	....do	....do	540 00	Maryland.
85	John W. Thompson	540	....do	....do	540 00	New York.
	Watchman.					
86	William Crompton	540	....do	....do	540 00	District of Columbia.

Statement showing the names, compensation, &c., of clerks, messengers, assistant messengers, watchmen, and laborers employed in the office of the Adjutant-General, United States Army, from December 1, 1883, to November 30, 1884.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS B.					
	Chief Clerk.					
1	Raphael P. Thian.....	$2,000	Dec. 1, 1883	Nov. 30, 1884	$2,000 00	New York.
	CLASS 4					
2	William J. Armstrong	1,800	....do	....do	1,800 00	Pennsylvania.
3	Richard J. Blakelock	1,800	....do	....do	1,800 00	District of Columbia.
4	Max Bock	1,800	....do	... do	1,800 00	Do.
5	Henry S Brinkerhoff	1,800	... do	....do	1,800 00	New York.
6	Charles Brown.	1,800	....do	....do	1,800 00	Do.
7	John J. Dermody	1,800	.. do	....do	1,800 00	District of Columbia.
8	Henry Douglas	1,800	....do	....do	1,800 00	Do.
9	Henry Ellerbrook.....	1,800	....do	....do	1,800 00	Do.
10	Benjamin Engel	1,800	....do	....do	1,800 00	Do.
11	Eugene Gaither	1,800	....do	....do	1,800 00	Do.
12	John C. Hesse	1,800	... do	... do	1,800 00	Do.
13	David E. Holmes	1,800	... do	....do	1,800 00	West Virginia.
14	Joseph W. Kirkley	1,800	....do	....do	1,800 00	Maryland.
15	Oliver W. Longan.....	1,800	....do	....do	1,800 00	Pennsylvania.
16	Joseph S. McCoy	1,800	....do	....do	1,800 00	New York.
17	J. William Palmer	1,800	....do	....do	1,800 00	Minnesota.
18	William M. Porter[1]	.....	... do	July 13, 1884	990 52	Massachusetts.
		1,800	July 14, 1884	Nov. 30, 1884	686 41	
					1,676 93	
19	George W. Pratt.....	1,800	Dec. 1, 1883	....do	1,800 00	Maine.
20	John D. Sabine	1,800	... do	....do	1,800 00	Massachusetts.
21	George W. Salter	1,800	....do	....do	1,800 00	New York.
22	Charles W. Shelton	1,800	....do	....do	1,800 00	Massachusetts.
23	Frederick H. Stafford.....	1,800	....do	....do	1,800 00	New York.
24	Henry C. Wood	1,800	....do	....do	1,800 00	Pennsylvania.
25	Elon A. Woodward.....	1,800	....do	....do	1,800 00	New York.
	CLASS 3.					
26	Jeremiah C. Allen	1,600	....do	....do	1,600 00	Wisconsin.
27	William Anderson.....	1,600	....do	....do	1,600 00	New York.
28	Stephen Bates	1,600	....do	....do	1,600 00	Massachusetts.
29	John Bingham	1,600	....do	....do	1,600 00	Pennsylvania.
30	Gustavus A. Brandt.....	1,600	....do	....do	1,600 00	District of Columbia.
31	William Bremer	1,600	....do	....do	1,600 00	Indiana.
32	John W. Brown	1,600	....do	....do	1,600 00	Maine.
33	Lawrence J. Bryan	1,600	....do	....do	1,600 00	New York.
34	Thomas H. Evans.....	1,600	....do	....do	1,600 00	District of Columbia.
35	James R. Gibson.....	1,600	....do	....do	1,600 00	Missouri.
36	Francis J. Gramlich	1,600	....do	....do	1,600 00	Maryland.
37	John M. Harmon.	1,600	....do	... do	1,600 00	Massachusetts.
38	Francis B. Heitman.....	1,600	....do	... do	1,600 00	Ohio.
39	Nathaniel Hershler[2]	1,600	....do	July 6, 1884	960 09	Illinois.
40	Joseph H. Jochum.....	1,600	....do	Nov. 30, 1884	1,600 00	New York.
41	Charles F. Keefer.....	1,600	....do	....do	1,600 00	Pennsylvania.
42	Harvey A. Kohr	1,600	....do	....do	1,600 00	Do.
43	Jesse W. Lee, jr.....	1,600	....do	....do	1,600 00	Maryland.
44	John T. Masters	1,600	....do	....do	1,600 00	New York.
45	John McCarthy.....	1,600	....do	....do	1,600 00	District of Columbia.
46	Charles P. Miller, jr.....	1,600	....do	....do	1,600 00	Pennsylvania.
47	Franklin B. Miller	1,600	....do	....do	1,600 00	Do.
48	Joseph S. Miller, jr.....	1,600	....do	....do	1,600 00	Do.
49	George W. Nagle	1,600	....do	....do	1,600 00	Maryland.
50	Thomas B. Nolan[3].....	.....	....do	July 6, 1884	840 83	Pennsylvania.
		1,600	July 7, 1884	Nov. 30, 1884	571 92	
					1,412 75	
51	William N. Peck.....	1,600	Dec. 1, 1883	....do	1,600 00	New York.
52	William G. Powers[3].....	.....	... do	July 13, 1884	867 46	Massachusetts.
		1,600	July 14, 1884	Nov. 30, 1884	541 48	
					1,408 94	

[1] Promoted from Class 3.

[2] Transferred to additional.

[3] Promoted from Class 2.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 3—Continued.					
53	Justus H. Rathbone	$1,600	Dec. 1, 1883	Nov. 30, 1884	$1,600 00	Maryland.
54	Henry E. Scott	1,600	...do	...do	1,600 00	District of Columbia.
55	Thomas R. Senior	1,600	...do	...do	1,600 00	Pennsylvania.
56	Elias S. Terry	1,600	...do	...do	1,600 00	Illinois.
57	Alva R. Tichenor	1,600	...do	...do	1,600 00	Ohio.
58	James P. Townsend	1,600	...do	...do	1,600 00	Massachusetts.
59	James W. Webb	1,600	...do	...do	1,600 00	New York.
60	Frederick T. Wilson[1]	1,600	...do	...do	1,595 65	Massachusetts.
61	Thomas Y. Yeates	1,600	...do	...do	1,600 00	District of Columbia.
	CLASS 2.					
62	George Q. Allen[2]	.....	...do	July 13, 1884	742 39	Pennsylvania.
		1,400	July 14, 1884	Nov. 30, 1884	532 55	
					1,274 94	
63	William A. André	1,400	Dec. 1, 1883	...do	1,400 00	District of Columbia.
64	Edward H. Atkins	1,400	...do	...do	1,400 00	Connecticut.
65	George W. Babcock	1,400	...do	...do	1,400 00	Virginia.
66	George V. Balch	1,400	...do	...do	1,400 00	District of Columbia.
67	Myron Boardman	1,400	...do	...do	1,400 00	New York.
68	Charles Brandt	1,400	...do	...do	1,400 00	Maryland.
69	John E. Bristol	1,400	...do	...do	1,400 00	New York.
70	John G. Brown	1,400	...do	...do	1,400 00	District of Columbia.
71	John Bussius	1,400	...do	...do	1,400 00	Do.
72	John Cameron	1,400	...do	...do	1,400 00	Pennsylvania.
73	Charles Camper	1,400	...do	...do	1,400 00	Maryland.
74	Morris Cohen	1,400	...do	...do	1,400 00	New York.
75	Benjamin F. Cole	1,400	...do	...do	1,400 00	Do.
76	Charles E. Connor	1,400	...do	...do	1,400 00	Do.
77	Edmond Cotterill	1,400	...do	...do	1,400 00	District of Columbia.
78	William A. Craig	1,400	...do	...do	1,400 00	New York.
79	John R. Dickson	1,400	...do	...do	1,400 00	District of Columbia.
80	James H. Dodge	1,400	...do	...do	1,400 00	Maryland.
81	Florence Donohue	1,400	...do	...do	1,400 00	New York.
82	William C. Doores[2]	.....	...do	July 6, 1884	719 57	Pennsylvania.
		1,400	July 7, 1884	Nov. 30, 1884	559 18	
					1,278 75	
83	William B. Douglass	1,400	Dec. 1, 1883	...do	1,400 00	Connecticut.
84	Alfred H. Elliott	1,400	...do	...do	1,400 00	Pennsylvania.
85	Benjamin F. Evans	1,400	...do	...do	1,400 00	District of Columbia.
86	Samuel B. Evans	1,400	...do	...do	1,400 00	Do.
87	James L. Falbey	1,400	...do	...do	1,400 00	Pennsylvania.
88	James Fishback	1,400	...do	...do	1,400 00	Illinois.
89	Joseph Fought	1,400	...do	...do	1,400 00	Pennsylvania.
90	William Gadsby	1,400	...do	...do	1,400 00	District of Columbia.
91	William L Glass[3]	1,400	Sept. 1, 1884	...do	346 00	Illinois.
92	Henry A. Gross	1,400	Dec. 1, 1883	...do	1,400 00	District of Columbia.
93	James P. Hart	1,400	...do	...do	1,4 0 00	Pennsylvania.
94	Thomas Haslam	1,400	...do	...do	1,400 00	Do.
95	Thomas E. Hatch[4]	1,400	...do	...do	1,380 98	New Hampshire.
96	Rudolph Heinrichs	1,400	...do	...do	1,400 00	District of Columbia.
97	Henry A. Johnson	1,400	...do	...do	1,400 00	Pennsylvania.
98	John M. Keogh	1,400	...do	...do	1,400 00	New York.
99	Benjamin B. Kercheval	1,400	...do	...do	1,400 00	Virginia.
100	Charles A. Krause	1,400	...do	...do	1,400 00	Texas.
101	John Lepper	1,400	...do	...do	1,400 00	Maryland.
102	Martin B. Lichty	1,450	...do	...do	1,400 00	District of Columbia.
103	S. Dana Lincoln	1,400	...do	...do	1,400 00	Minnesota.
104	Francis G. Littlefield	1,400	...do	...do	1,400 00	Massachusetts.
105	James Loan	1,400	...do	...do	1,400 00	Pennsylvania.
106	William D. Mack	1,400	...do	...do	1,400 00	Michigan.
107	Denis Maher	1,400	...do	...do	1,400 00	District of Columbia.
108	George W. McKee	1,400	...do	...do	1,400 00	Pennsylvania.
109	John J. Meding	1,400	...do	...do	1,400 00	New York.
110	Arthur M. Muzzy	1,400	...do	...do	1,400 00	District of Columbia.
111	Halvor Nelson[5]	1,400	...do	...do	1,285 49	Michigan.
112	John O'Neill	1,400	...do	...do	1,400 00	District of Columbia.
113	Henry C. Porter	1,400	...do	...do	1,400 00	New York.
114	St. George R. Raby	1,400	...do	...do	1,400 00	Do.
115	William H. B. Ramsey	1,400	...do	...do	1,400 00	Pennsylvania.
116	William T. Richardson	1,400	...do	...do	1,400 00	District of Columbia.

[1] Absent 1 day without pay.
[2] Promoted from Class 1.
[3] Transferred from office of the Secretary of War.
[4] Absent 5 days without pay.
[5] Absent 30 days without pay.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS 2—Continued.					
117	John L. Robertson [1]	.....	Dec. 1, 1883	Dec. 16, 1883	$51 08	New Jersey.
		$1,400	Dec. 17, 1883	Nov. 30, 1884	1,339 07	
					1,390 15	
118	William Schreiber	1,400	Dec. 1, 1883	....do	1,400 00	Maryland.
119	Charles Shelsé	1,400	... do	....do	1,400 00	District of Columbia.
120	Charles Smith	1,400	....do	....do	1,400 00	Do.
121	Frederick H. Smith	1,400	....do	....do	1,400 00	Wisconsin.
122	Hubbard T. Smith	1,400	... do	... do	1,400 00	Indiana.
123	Edwin H. Spang	1,400	....do	....do	1,400 00	Pennsylvania.
124	William G. Spottswood	1,400	....do	....do	1,400 00	Do.
125	Benjamin D. Thomson.	1,400	....do	....do	1,400 00	New Jersey.
126	Edward Turkenton	1,400	... do	....do	1,400 00	District of Columbia.
127	Gustave Walden	1,400	....do	....do	1,400 00	Maryland.
128	Lewis Williams	1,400	....do	....do	1,400 00	District of Columbia.
	CLASS 1.					
129	Alexander Abraham	1,200	....do	....do	1,200 00	Alabama.
130	George B. Abrams	1,200	....do	....do	1,200 00	Vermont.
131	William J. Allen	1,200	....do	....do	1,200 00	Pennsylvania.
132	Alfred J. Anderson	1,200	....do	....do	1,200 00	Ohio.
133	Christian Anderson	1,200	....do	....do	1,200 00	New Jersey.
134	David C. Arnold [2]	1,200	....do	....do	1,056 53	Indiana.
135	George M. Arnold	1,200	....do	....do	1,200 00	Virginia.
136	Thomas G. Ash	1,200	....do	....do	1,200 00	Kentucky.
137	William M. Ash	1,200	....do	... do	1,200 00	Pennsylvania.
138	William T. Asson	1,200	....do	... do	1,200 00	Do.
139	William R. Bailey	1,200	....do	... do	1,200 00	District of Columbia.
140	William Baird	1,200	....do	....do	1,200 00	West Virginia.
141	Jacob B. Baker [3]	.....	....do	Mar. 31, 1884	334 00	Dist. of Columbia.
		1,200	April 1, 1884	Nov. 30, 1884	800 00	
					1,134 00	
142	Augustus W. Ballard	1,200	Dec. 1, 1883	....do	1,200 00	Illinois.
143	Joseph S. Baner	1,200	....do	....do	1,200 00	Do.
144	Edgar A. Barnard	1,200	....do	....do	1,200 00	Michigan.
145	Hanson F. Barnard	1,200	....do	....do	1,200 00	District of Columbia.
146	Charles J. Barrett	1,200	....do	... do	1,200 00	Pennsylvania.
147	James I. Barrick	1,200	....do	....do	1,200 00	West Virginia.
148	William L. Barrington	1,200	....do	....do	1,200 00	Illinois.
149	Richard F. Barter	1,200	....do	... do	1,200 00	Indiana.
150	Albert F. Bayard	1,200	....do	... do	1,209 00	New York.
151	Robert N. Bayles	1,200	....do	... do	1,200 00	New Jersey.
152	Henry B. Bayly [4]	1,200	... do	....do	1,196 74	Illinois.
153	Emory J. Bentley	1,200	....do	....do	1,200 00	Wisconsin.
154	Thomas Bevans	1,200	....do	....do	1,200 00	Missouri.
155	Charles H. Bliss	1,200	....do	....do	1,200 00	Illinois.
156	Hugo Borbeck	1,200	....do	....do	1,200 00	New York.
157	John S. Bosworth	1,200	... do	... do	1,200 00	Iowa.
158	Thomas C. Bourne	1,200	....do	....do	1,200 00	New York.
159	Sanford Bradbury	1,200	....do	....do	1,200 00	Do.
160	Francis W. R. Braddock ...	1,200	....do	....do	1,200 00	Ohio.
161	Robert Bradin	1,200	....do	....do	1,200 00	New York.
162	Walter R. Bradley	1,200	....do	....do	1,200 00	Do.
163	J. Orme Brawner	1,200	....do	....do	1,200 00	District of Columbia.
164	Daniel D. Brennan	1,200	....do	....do	1,200 00	New York.
165	William G. Brock	1,200	....do	....do	1,200 00	District of Columbia.
166	Thomas Broderick	1,200	....do	....do	1,200 00	Do.
167	Hunter Brooke	1,200	....do	....do	1,200 00	Ohio.
168	Edmund J. Brookings	1,200	... do	....do	1,200 00	Maine.
169	Samuel F. Brooks	1,200	....do	....do	1,200 00	Virginia.
170	Edward N. Brown [3]	1,200	....do	... do	1,200 85	New York.
171	George K. Brown	1,200	....do	....do	1,200 00	Michigan.
172	George O. Brown	1,200	....do	... do	1,200 00	Massachusetts.
173	James Brown	1,200	....do	....do	1,200 00	District of Columbia.
174	Charles E. Brunthaver	1,200	....do	... do	1,200 00	Ohio.
175	John C. Burnet	1,200	....do	... do	1,200 00	Do.
176	Fred. C. Burrhus [3]	.....	....do	May 31, 1884	502 00	Iowa.
		1,200	June 1, 1884	Nov. 30, 1884	598 48	
					1,100 48	

[1] Promoted from Class 1.
[2] Absent 44 days without pay.
[3] Promoted from $1,000.
[4] Absent one day without pay.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 1—Continued.					
177	William S. Burton	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,200 00	Iowa.
178	Campbell W. Bushnell	1,200	do	do	1,200 00	Pennsylvania.
179	Francis N. Byram[1]	1,200	do	do	1,196 74	Iowa.
180	George H. Byron	1,200	do	do	1,200 00	New York.
181	Jesse B. Caldwell	1,200	do	do	1,200 00	Indiana.
182	Alfred Cammack	1,200	do	do	1,200 00	District of Columbia.
183	Thomas Campbell	1,200	do	do	1,200 00	South Carolina.
184	Henry Carey[2]	.....	Sept. 5, 1884	Oct. 28, 1884	146 74	Pennsylvania.
		1,200	Oct. 29, 1884	Nov. 30, 1884	108 69	
					255 43	
185	Thomas G. Carmick	1,200	Dec. 1, 1883	do	1,200 00	California.
186	William H. Carpenter	1,200	do	do	1,200 00	Kansas.
187	Edward C. Carroll	1,200	do	do	1,200 00	Maryland.
188	Orlando E. Caruana	1,200	do	do	1,200 00	New York.
189	James Caulfield	1,200	do	do	1,200 00	Do.
190	George H. Chadwick	1,200	do	do	1,200 00	Alabama.
191	William C. Chase	1,200	do	do	1,206 00	District of Columbia.
192	Leonard C. Chew	1,200	do	do	1,200 00	Do.
193	William H. Church	1,200	do	do	1,200 00	Iowa.
194	Daniel Clarke	1,200	do	do	1,200 00	Maryland.
195	Joseph A. Clarke	1,200	do	do	1,200 00	Louisiana.
196	Peter G. Clarke	1,200	do	do	1,200 00	Alabama.
197	William S. Clarke	1,200	do	do	1,200 00	District of Columbia.
198	Alfred Cock	1,200	do	do	1,200 00	Virginia.
199	Frederick W. Collins	1,200	do	do	1,200 00	New York.
200	Charles G. Conger	1,200	do	do	1,200 00	Michigan.
201	Harry E. Copenhaver	1,200	do	do	1,200 00	Virginia.
202	Amasa Copp	1,200	do	do	1,200 00	New York.
203	David Cranmer	1,200	do	do	1,200 00	Do.
204	Richard Cullen	1,200	do	do	1,200 00	Kansas.
205	Valentine H. Cuming	1,200	do	do	1,200 00	District of Columbia.
206	James C. Cunegan	1,200	do	do	1,200 00	Illinois.
207	David Currier	1,200	do	do	1,200 00	New Hampshire.
208	Rinaldo G. Daniels[3]	1,200	do	July 6, 1884	719 57	Minnesota.
209	William H. Daniels	1,200	do	Nov. 30, 1884	1,200 00	Pennsylvania.
210	Daniel D. Davidson	1,200	do	do	1,200 00	District of Columbia.
211	Francis S. Davidson	1,200	do	do	1,200 00	Massachusetts.
212	Edward W. Davis	1,200	do	do	1,200 00	District of Columbia.
213	William W. Davis	1,200	do	do	1,200 00	Do.
214	Charles DeForest	1,200	do	do	1,200 00	New York.
215	James Dodge	1,200	do	do	1,200 00	Maryland.
216	Michael T. Dooley	1,200	do	do	1,200 00	South Carolina.
217	George E. Doughty	1,200	do	do	1,200 00	Indiana.
218	John B. Dowd	1,200	do	do	1,200 00	Do.
219	Addison T. Drake	1,200	do	do	1,200 00	Michigan.
220	Orville Drown	1,200	do	do	1,200 00	Vermont.
221	Charles L. Dubuar[2]	1,200	do	do	1,200 85	Michigan.
222	Edward Duff	1,200	do	do	1,200 00	Pennsylvania.
223	John M. Dwyer[4]	1,200	July 23, 1884	do	428 26	Indiana.
224	James G. Eastwood	1,200	Dec. 1, 1883	do	1,200 00	Illinois.
225	Paul Eaton	1,200	do	do	1,200 00	Maine.
226	Frank Eichelberger	1,200	do	do	1,200 00	Kansas.
227	Benjamin M. Elliott[5]	1,200	do	do	1,159 78	Indiana.
228	Carl A. Epping	1,200	do	do	1,200 00	Florida.
229	Charles Erwin	1,200	do	do	1,200 00	New York.
230	John T. Erwin	1,200	do	do	1,200 00	Illinois.
231	Albert M. Evans[6]	1,200	do	July 6, 1884	719 57	Pennsylvania.
232	John A. Evans	1,200	do	Nov. 30, 1884	1,200 00	Wisconsin.
233	William T. Evans	1,200	do	do	1,200 00	Pennsylvania.
234	Thomas Evers[7]	1,200	do	do	1,052 79	New York.
235	Edward B. Eynon	1,200	do	do	1,200 00	Pennsylvania.
236	John T. Fallon	1,200	do	do	1,200 00	District of Columbia.
237	Dudley W. Farlin[8]	1,200	do	do	1,190 22	New York.
238	Henry Farrell	1,200	do	do	1,200 00	District of Columbia.
239	Ernest A. Fenton	1,200	do	do	1,200 00	New York.
240	John W. Fenton	1,200	do	do	1,200 00	Do.
241	Albert B. Ferguson	1,200	do	do	1,200 00	District of Columbia.
242	Louis C. Ferrell[9]	1,200	do	do	808 70	Illinois.
243	Adolph H. Fiegenbaum	1,200	do	do	1,200 00	Iowa.

[1] Absent 1 day without pay.
[2] Promoted from $1,000.
[3] Transferred to additional.
[4] Transferred from office of the Secretary of War.
[5] Absent 12 days without pay.
[6] Transferred to additional.
[7] Absent 45 days without pay.
[8] Absent 3 days without pay.
[9] Absent 4 months without pay.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS 1—Continued.					
244	John Finn	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,200 00	Maryland.
245	George C. Finney	1,200	....do	....do	1,200 00	Minnesota.
246	Louis M. Fitch	1,200	....do	....do	1,200 00	Colorado.
247	Morris G. Fitch[1]	1,200	Nov. 18, 1884	....do	....	New Hampshire.
248	William M. Fitzgerald[2]	1,200	Dec. 1, 1883	....do	1,065 23	Tennessee.
249	Christain A. Fleetwood	1,200	....do	....do	1,200 00	Maryland.
250	Arthur Foster	1,200	....do	... do	1,200 00	Do.
251	Frederick A. Fowler	1,200	....do	....do	1,200 00	New York.
252	Benjamin T. Franklin[3]	.....	....do	May 31, 1884	502 00	Kentucky.
		1,200	June 1, 1884	Nov. 30, 1884	598 48	
					1,100 48	
253	Aaron H. Frear	1,200	Dec. 1, 1883	....do	1,200 00	Wisconsin.
254	George B. French	1,200	....do	... do	1,200 00	Massachusetts.
255	Ricardo D. De L. French	1,200	....do	....do	1,200 00	New York.
256	William H. French, jr	1,200	. do	...do	1,200 00	Virginia.
257	Benjamin C. Gallup	1,200	....do	....do	1,200 00	Oregon.
258	Louis J. Garesché[4]	1,200	....do	....do	1,004 36	Missouri.
259	Charles W. Geddes	1,200	... do	....do	1,200 00	South Carolina.
260	Herman H. Gerdes	1,200	...do	....do	1,200 00	District of Columbia.
261	Alonzo F. Getty	1,200	....do	....do	1,200 00	Maryland.
262	Thomas F. Gibbs	1,200	....do	....do	1,200 00	Massachusetts.
263	Edward P. Goodrich	1,200	....do	....do	1,200 00	District of Columbia.
264	Jacob Gotthilf	1,200	.. do	....do	1,200 00	Do.
265	Charles L. Grannis, jr	1,200	...do	... do	1,200 00	Minnesota.
266	Henry D. Gregg	1,200	...do	...do	1,200 00	Illinois.
267	William A. L. Gresham	1,200	....do	....do	1,200 00	Indiana.
268	William Griffin	1,200	.. do	....do	1,200 00	New York.
269	William Haines	1,200	....do	....do	1,200 00	New Hampshire.
270	Frank A. Happer	1,200	....do	....do	1,200 00	Pennsylvania.
271	Charles S. Hart	1,200	....do	.. do	1,200 00	New Jersey.
272	Alfred Hartenstein	1,200	....do	....do	1,200 00	District of Columbia.
273	John Hastings	1,200	....do	....do	1,200 00	New York.
274	William Hebrew	1,200	....do	....do	1,200 00	Pennsylvania.
275	Hugh R. Hedrick	1,200	....do	....do	1,200 00	Iowa.
276	August Henning	1,200	....do	....do	1,200 00	Virginia.
277	John F. Henry	1,200	....do	....do	1,200 00	New York.
278	Lewis C. Herrick	1,200	....do	....do	1,200 00	Illinois.
279	William Heyn	1,200	....do	....do	1,200 00	District of Columbia.
280	Edward K. Hill[5]	1,200	....do	....do	1,141 30	Maine.
281	Frank D. Hill	1,200	....do	....do	1,200 00	Minnesota.
282	James H. Hilton	1,200	....do	....do	1,200 00	District of Columbia.
283	Samuel Hilton	1,200	....do	....do	1,200 00	Rhode Island.
284	William J. H. Hogan[3]	.....	Feb. 20, 1884	July 6, 1884	378 93	Illinois.
		1,200	July 7, 1884	Nov. 30, 1884	480 43	
					859 36	
285	Joseph H. C. Hollins	1,200	Dec. 1, 1883	....do	1,200 00	District of Columbia.
286	Theodore Horn	1,200	....do	....do	1,200 00	Texas.
287	Martin Hoyberger	1,200	....do	....do	1,200 00	Virginia.
288	Harry R. Hughes	1,200	... do	....do	1,200 00	Pennsylvania.
289	William T. Hughes	1,200	....do	.. do	1,200 00	Ohio.
290	Eric Johnson[6]	1,200	....do	....do	1,102 18	Illinois.
291	Rudolph Johnson	1,200	... do	....do	1,200 00	District of Columbia.
292	Richard C. Jones	1,200	....do	....do	1,200 00	Do.
293	Samuel Jones	1,200	....do	.. do	1,200 00	Virginia.
294	Thomas H. Jones[3]	.....	Apr. 30, 1884	July 6, 1884	186 63	Florida.
		1,200	July 7, 1884	Nov. 30, 1884	480 43	
					667 06	
295	David C. Jordan[3]	.....	Sept. 26, 1884	Oct. 28, 1884	89 68	Missouri.
		1,200	Oct. 29, 1884	Nov. 30, 1884	108 69	
					198 37	

[1] Transferred from Surgeon-General's office; on leave without pay.
[2] Absent 41 days without pay.
[3] Promoted from $1,000.
[4] Absent 2 months without pay.
[5] Absent 18 days without pay.
[6] Absent 30 days without pay.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS 1—Continued.					
296	Charles Katzenstein	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,200 00	Michigan.
297	Benjamin F. Keller[1]	1,200	do	do	1,200 85	Pennsylvania.
298	Michael Kelly	1,200	do	do	1,200 00	District of Columbia.
299	Norval W. King	1,200	do	do	1,200 00	Do.
300	William H. B. Kittson[2]	1,200	do	July 6, 1884	719 57	New York.
301	Daniel E. Knapp	1,200	do	Nov. 30, 1884	1,200 00	Do.
302	George H. Knapp	1,200	do	do	1,200 00	Do.
303	Gilbert C. Kniffin[3]	1,200	do	do	1,125 00	Kentucky.
304	Andrew J. Laird	1,200	do	do	1,200 00	Georgia
305	John L. Lake, jr	1,200	do	do	1,200 00	Mississippi.
306	Frank A. Lancaster	1,200	do	do	1,200 00	Massachusetts.
307	Samuel B. Lathan[1]	.....	Jan. 17, 1884	May 2, 1884	293 96	South Carolina.
		1,200	May 3, 1884	Nov. 30, 1884	694 51	
					988 47	
308	William W. Lecture	1,200	Dec. 1, 1883	do	1,200 00	District of Columbia.
309	Edward P. Leech[4]	1,200	do	do	1,190 22	New York.
310	Godfrey H. Leonard	1,200	do	do	1,200 00	District of Columbia.
311	William T. Leport	1,200	do	do	1,200 00	New Jersey.
312	William H. Lewis[1]	1,200	do	do	1,200 85	Kansas.
313	John H. Lindley	1,200	do	do	1,200 00	Illinois.
314	George E. M. Liston	1,200	do	do	1,200 00	Indiana.
315	Martin L. Littlefield	1,200	do	do	1,200 00	Pennsylvania.
316	Alonzo T. Logan	1,200	do	do	1,200 00	Texas.
317	Clifton Lowe	1,200	do	do	1,200 00	Iowa.
318	Edwin K. Lundy[2]	1,200	do	do	719 57	Pennsylvania.
319	Jere C. Lyons	1,200	do	do	1,200 00	Ohio.
320	Jeptha L. Lytton[5]	1,200	do	do	1,180 43	Indiana.
321	Florence McCarthy	1,200	do	do	1,200 00	District of Columbia.
322	John McCarthy	1,200	do	do	1,200 00	Do.
323	Joseph M. McCoy[1]	.....	Jan. 8, 1884	May 2, 1884	318 68	West Virginia.
		1,200	May 3, 1884	Nov. 30, 1884	694 51	
					1,013 19	
324	Jay H. McFall	1,200	Dec. 1, 1883	do	1,200 00	Wisconsin.
325	John L. McGee	1,200	do	do	1,200 00	West Virginia.
326	John M. E. McKee	1,200	do	do	1,200 00	Pennsylvania.
327	Jesse K. McKeever	1,200	do	do	1,200 00	Do.
328	Thomas McKernan	1,200	do	do	1,200 00	District of Columbia.
329	Eugene H. McMichael	1,200	do	do	1,200 00	Mississippi.
330	Samuel McMonigle[1]	.....	do	May 31, 1884	502 00	Dist. of Columbia.
		1,200	June 1, 1884	Nov. 30, 1884	598 48	
					1,100 48	
331	George W. McMorris	1,200	Dec. 1, 1883	do	1,200 00	Pennsylvania.
332	Dorsey M. McPherson[1]	.....	Mar. 18, 1884	July 6, 1884	304 76	Arizona.
		1,200	July 7, 1884	Nov. 30, 1884	480 43	
					785 19	
333	Alexander H. McRae	1,200	Dec. 1, 1883	do	1,200 00	Georgia.
334	Winfield S. Macgill	1,200	do	do	1,200 00	Maryland.
335	Frederick O. Mack	1,200	do	do	1,200 00	District of Columbia.
336	Nathaniel M. Macrae	1,200	do	do	1,200 00	New Mexico.
337	Archibald B. MacSween	1,200	do	do	1,200 00	Michigan.
338	James F. Maguire	1,200	do	do	1,200 00	Pennsylvania.
339	Thomas Maloney	1,200	do	do	1,200 00	District of Columbia.
340	Edward P. Masi	1,200	do	do	1,200 00	Wyoming.
341	Hugh Masterson	1,200	do	do	1,200 00	District of Columbia
342	Thomas L. Matchett[1]	.....	Sept. 5, 1884	Oct. 28, 1884	146 74	Pennsylvania.
		1,200	Oct. 29, 1884	Nov. 30, 1884	108 69	
					255 43	

[1] Promoted from $1,000.
[2] Transferred to additional.
[3] Absent 23 days without pay.
[4] Absent 30 days without pay.
[5] Absent 6 days without pay.

Statement sh wing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 1—Continued.					
343	Martin M. Mauger[1]	$1,200	Dec. 1, 1883	July 6, 1884	$719 57	Pennsylvania.
344	Gustavus B. Maynadier	1,200	do	Nov. 30, 1884	1,200 00	District of Columbia.
345	Charles C. Meade	1,200	do	do	1,200 00	Maryland.
346	Wilber F. Melbourne	1,200	do	do	1,200 00	Missouri.
347	William H. Mellach[2]	1,200	June 25, 1884	do	519 78	New Jersey.
348	Eugene M. Merrick[3]	1,200	Dec. 1, 1883	do	1,193 48	New York.
349	Squire G. Merrill	1,200	do	do	1,200 00	Connecticut.
350	Paul B. Merritt	1,200	do	do	1,200 00	Massachusetts.
351	Adolph Meyer[4]	1,200	do July 7, 1884	July 6, 1884 Nov. 30, 1884	600 30 480 43	Dist. of Columbia.
					1,083 73	
352	Benjamin F. Miller	1,200	Dec. 1, 1883	do	1,200 00	New York.
353	N. Byron Milliken	1,200	do	do	1,200 00	Maine.
354	Robert H. Mitchell	1,200	do	do	1,200 00	District of Columbia.
355	Fred. G. Moffatt	1,200	do	do	1,200 00	New York.
356	Frederick M. P. Montague.	1,200	do	do	1,200 00	Virginia.
357	Lewis M. Mooers	1,200	do	do	1,200 00	Iowa.
358	Lawrence Morisey	1,200	do	do	1,200 00	District of Columbia.
359	Henry Morris	1,200	do	do	1,200 00	Delaware.
360	George T. Morton	1,200	do	do	1,200 00	Kentucky.
361	Willlam H. Most	1,200	do	do	1,200 00	Maryland.
362	William Mulhall	1,200	do	do	1,200 00	Do.
363	Seaton Munroe	1,200	do	do	1,200 00	District of Columbia.
364	James G. Naylor, jr	1,200	do	do	1,200 00	Do.
365	John B. Nesbitt	1,200	do	do	1,200 00	Do.
366	William E Newman	1,200	do	do	1,200 00	Vermont.
367	John L. Norris	1,200	do	do	1,200 00	Maryland.
368	Willoughby North	1,200	do	do	1,200 00	New York.
369	George F. Noyes[5]	1,200	June 18, 1884 July 7, 1884	July 6, 1884 Nov. 30, 1884	52 01 480 03	Maine.
					532 44	
370	Martin O'Connor	1,200	Dec. 1, 1883	do	1,200 00	District of Columbia.
371	Richard O'Dowd	1,200	do	do	1,200 00	Virginia.
372	George F. O'Hair	1,200	do	do	1,200 00	Indiana.
373	Joseph A. O'Neill	1,200	do	do	1,200 00	Pennsylvania.
374	Henry Page	1,200	do	do	1,200 00	Illinois
375	Frank W. Paige	1,200	do	do	1,200 00	District of Columbia.
376	Clinton C. Palmer	1,200	do	do	1,200 00	Kansas.
377	Thomas M. Pancoast	1,200	do	do	1,200 00	Ohio.
378	William W. Parker	1,200	do	do	1,200 00	Maryland.
379	Charles L. Patten	1,200	do	do	1,200 00	Maine.
380	Nathaniel S. Paul	1,200	do	do	1,200 00	Indiana.
381	Edwin H. Pearson	1,200	do	do	1,200 00	West Virginia.
382	Constantine Perez, jr[6]	1,200	do	do	1,152 17	Alabama.
383	Charles E. Persons	1,200	do	do	1,200 00	Vermont.
384	Joseph W. Piles[4]	1,200	do June 1, 1884	May 31, 1884 Nov. 30, 1884	502 00 598 48	Missouri.
					1,100 48	
385	William Platt	1,200	Dec. 1, 1883	do	1,200 00	Pennsylvania.
386	Henry J. Playter	1,200	do	do	1,200 00	Iowa.
387	Frank Plunkett	1,200	do	do	1,200 00	Massachusetts.
388	Monina G. Porter	1,200	do	do	1,200 00	At large.
389	William M. Potter	1,200	do	do	1,200 00	Pennsylvania.
390	Joseph F. Rapp[7]	1,200	do	do	1,193 48	West Virginia.
391	Augustus H. Raymond	1,200	do	do	1,200 00	Wisconsin.
392	Thomas U. Raymond[4]	1,200	do	do	1,200 85	Indiana.
393	John G. Reeves	1,200	do	do	1,200 00	Illinois.
394	Richard Ricketts	1,200	do	do	1,200 00	District of Columbia.
395	George W. Riggles	1,200	do	do	1,200 00	Do.
396	Edgar Robinson	1,200	do	do	1,200 00	New York.
397	George W. Roby	1,200	do	do	1,200 00	Maryland.
398	Andrew C. Ronne	1,200	do	do	1,200 00	District of Columbia.

[1] Transferred to additional.
[2] Transferred from Quartermaster-General's Office.
[3] Absent 2 days without pay.
[4] Promoted from $1,000.
[5] Transferred from Surgeon-General's Office, and promoted from $1,000.
[6] Absent 15 days without pay.
[7] Absent 2 days without pay.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS 1—Continued.					
399	Arthur W. Rose[1]	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,196 74	New Jersey.
400	Burton R. Ross[2]	1,200	....do	July 6, 1884	719 57	District of Columbia.
401	George E. Ross	1,200	....do	Nov. 30, 1884	1,200 00	Ohio.
402	William S. Roudebush[3]	.....	June 23, 1884	July 6, 1884	38 28	Mississippi.
		1,200	July 7, 1884	Nov. 30, 1884	480 43	
					518 71	
403	George M. Rowe	$1,200	Dec. 1, 1883	....do	1,200 00	Colorado.
404	Isaac B. Ruff[2]	1,200	....do	Sept. 30, 1884	1,000 00	Michigan.
405	George M. Russell	1,200	....do	Nov. 30, 1884	1,200 00	Pennsylvania.
406	James Sabine	1,200	....do	....do	1,200 00	Massachusetts.
407	Eben D. Safford	1,200	....do	....do	1,200 00	New York.
408	Philip R. R. M. Sattes	1,200	.. do	....do	1,200 00	Ohio.
409	Henry Schulz	1,200	....do	....do	1,200 00	District of Columbia.
410	William M. Sefton	1,200	....do	....do	1,200 00	Do.
411	John H. Seiffert	1,200	.. do	....do	1,200 00	Do.
412	John Shea	1,200	....do	....do	1,200 00	Do.
413	Joachim H. Siddons	1,200	....do	....do	1,200 00	Do.
414	George B. Simrall	1,200	....do	....do	1,200 00	Mississippi.
415	Charles Slavens[3]	.....	Apr. 14, 1884	July 6, 1884	230 58	Missouri.
		1,200	July 7, 1884	Nov. 30, 1884	480 43	
					711 01	
416	George M. Smith, No. 1[1]	1,200	Dec. 1, 1883	....do	1,196 74	West Virginia.
417	George M. Smith, No. 2[4]	1,200	July 8, 1884	....do	477 17	Maryland.
418	Harry J. Smith[4]	1,200	Feb. 18, 1884	....do	941 76	District of Columbia.
419	Henry A. Smith	1,200	Dec. 1, 1883	....do	1,200 00	Massachusetts.
420	William P. Smith	1,200	....do	....do	1,200 00	District of Columbia.
421	William R. Smith, sr	1,200	....do	....do	1,200 00	New York.
422	Joseph Smolinski	1,200	....do	....do	1,200 00	District of Columbia.
423	Samuel Snow	1,200	.. do	....do	1,200 00	Connecticut.
424	Francis Soevyn	1,200	....do	....do	1,200 00	New York.
425	William T. Spencer	1,200	....do	....do	1,200 00	Iowa.
426	Fred. C. Squires	1,200	....do	.. do	1,200 00	Michigan.
427	*Edward C. Stackpole*[3]	.....	Sept. 22, 1884	Oct. 28, 1884	100 55	California.
		1,200	Oct. 29, 1884	Nov. 30, 1884	108 69	
					209 24	
428	Charles M. Staley	1,200	Dec. 1, 1883	... do	1,200 00	Illinois.
429	Jacob W. Starr	1,200	.. do	....do	1,200 00	New Jersey.
430	Charles B. Steele	1,200	... do	....do	1,200 00	Michigan.
431	James A. Stewart	1,200	....do	...do	1,200 00	Pennsylvania.
432	Charles A. Stockett	1,200	.. do	....do	1,200 00	District of Columbia.
433	William B. Stokes	1,200	....do	....do	1,200 00	Indiana.
434	Julius Stommel	1,200	....do	....do	1,200 00	New Jersey.
435	Harlow L. Street	1,200	....do	....do	1,200 00	California.
436	Isaac Strohm	1,200	...do	... do	1,200 00	Ohio.
437	Benjamin W. Summy	1,200	....do	....do	1,200 00	District of Columbia.
438	Charles E. Sumner[5]	.....	June 25, 1884	July 6, 1884	32 78	Michigan.
		1,200	July 7, 1884	Nov. 30, 1884	480 43	
					513 21	
439	George W. Talburtt[6]	1,200	July 23, 1884	....do	428 26	Kentucky.
440	Orville D. Thatcher[4]	1,200	Sept. 22, 1884	.. do	229 35	Minnesota.
441	Henry C. Thomas	1,200	Dec. 1, 1883	....do	1,200 00	District of Columbia.
442	Samuel C. Thompson	1,200	....do	....do	1,200 00	Pennsylvania.
443	Smith Thompson	1,200	....do	....do	1,200 00	Maryland.
444	Abert Thomson	1,200	....do	.. do	1,200 00	Florida.
445	Ashton Todd	1,200	....do	.. do	1,200 00	Virginia.
446	James Toomey	1,200	....do	....do	1,200 00	Pennsylvania.
447	Richard B. Travers	1,200	....do	....do	1,200 00	District of Columbia.
448	Charles E. Troutman	1,200	....do	....do	1,200 00	Pennsylvania.

[1] Absent 1 day without pay.
[2] Transferred to additional.
[3] Promoted from $1,000.
[4] Transferred from Surgeon-General's Office.
[5] Transferred from Surgeon-General's Office, and promoted from $1,000.
[6] Transferred from office of the Secretary of War.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 1—Continued.					
449	Henry Turnbull	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,200 00	District of Columbia.
450	Rudolph Ullmer	1,200	do	do	1,200 00	Do.
451	Charles R. Von Romondt	1,200	do	do	1,200 00	New Jersey.
452	George W. Waite	1,200	do	do	1,200 00	Nevada.
453	Robert J. Walker	1,200	do	do	1,200 00	Massachusetts.
454	Charles O. Walkup	1,200	do	do	1,200 00	New York.
455	John C. Wall[1]	1,200	Jan. 23, 1884	do	1,027 47	Do.
456	J. William Wallace	1,200	Dec. 1, 1883	do	2,200 00	Massachusetts.
457	Wilkins T. Wallace[2]	... / 1,200	Sept. 12, 1884 / Oct. 29, 1884	Oct. 28, 1884 / Nov. 30, 1884	127 72 / 108 69 / 236 41	Mississippi.
458	Thomas H. Walsh	1,200	Dec. 1, 1883	do	1,200 00	New York.
459	John B. Warder	1,200	do	do	1,200 00	District of Columbia.
460	Samuel R. Warren	1,200	do	do	1,200 00	New York.
461	David S. Waters	1,200	do	do	1,200 00	Kentucky.
462	Stanton Weaver	1,200	do	do	1,200 00	Ohio.
463	Fred. Webber	1,200	do	do	1,200 00	Kentucky.
464	Philip H. Weber	1,200	do	do	1,200 00	District of Columbia.
465	Granville C. West	1,200	do	do	1,200 00	Kansas.
466	Harman C. Westervelt	1,200	do	do	1,200 00	New York.
467	Edmund Weston	1,200	do	do	1,200 00	Vermont.
468	Wilmer W. Wetzel	1,200	do	do	1,200 00	District of Columbia.
469	George F. Wetzerich	1,200	do	do	1,200 00	Do.
470	Gustavus A. Whitcomb	1,200	do	do	1,200 00	Minnesota.
471	Nathan F. White[3]	1,200	do	do	1,186 96	Connecticut.
472	Oscar W. White	1,200	do	do	1,200 00	Pennsylvania.
473	Alexander S. Whiteside	1,200	do	do	1,200 00	Maryland.
474	Arthur P. Whitney	1,200	do	do	1,200 00	New York.
475	Arthur Wiecker	1,200	do	do	1,200 00	District of Columbia.
476	Roger W. Winchell	1,200	do	do	1,200 00	Kansas.
477	George J. P. Wood	1,200	do	do	1,200 00	Indiana.
478	Herbert E. Woodward	1,200	do	do	1,200 00	New York.
479	Sanford B. Woodward	1,200	do	do	1,200 00	New Hampshire.
480	James M. Wright, jr	1,200	do	do	1,200 00	District of Columbia.
481	George A. Young	1,200	do	do	1,200 00	Do.
	CLASS C.					
482	Frank E. Du Paul	1,000	Oct. 4, 1884	do	157 85	Michigan.
483	Charles A. Fischer	1,000	Nov. 11, 1884	do	54 59	Kentucky.
484	Charles Forbes	1,000	Dec. 1, 1883	do	1,000 00	New York.
485	Richmond Henshaw	1,000	Oct. 25, 1884	do	100 78	Rhode Island.
486	Ernest B. Holcomb	1,000	Oct. 11, 1884	do	138 83	New York.
487	Robert A. Kantz	1,000	Nov. 19, 1884	do	32 85	Pennsylvania.
488	John Mitchell[4]	1,000	Dec. 1, 1883	July 6, 1884	600 30	District of Columbia.
489	Edward E. Neal	1,000	Sept. 8, 1884	Nov. 30, 1884	228 50	Indiana.
490	Dennis O'Connor[5]	1,000	Aug. 23, 1884	do	271 98	Vermont.
491	William A. Scott	1,000	Dec. 1, 1883	do	1,000 00	District of Columbia.
492	Robert R. Selden	1,000	do	do	1,000 00	Do.
493	Fred. C. Whitmarsh	1,000	Sept. 23, 1884	do	187 84	New York.
	Messengers.					
494	Stephen Kane	840	Dec. 1, 1883	do	840 00	District of Columbia.
495	James McGilton	840	do	do	840 00	Do.
496	Edward Quade	840	do	do	840 00	Do.
497	Richard W. Spain	840	do	do	840 00	Do.
498	Lindsey Winslow	840	do	do	840 00	Virginia.
	Assistant Messengers.					
499	Joseph Allen	720	do	do	720 00	District of Columbia.
500	James O. Bampfield	720	do	do	720 00	South Carolina.
501	Michael Bowles	720	do	do	720 00	Pennsylvania.
502	Nelson T. Burch[6]	... / 720	do / Sept. 10, 1884	Sept. 9, 1884 / Nov. 30, 1884	512 34 / 161 09 / 673 43	Virginia.
503	Joseph Clements	720	do	do	720 00	District of Columbia.
504	John Connelly	720	do	do	720 00	Do.
505	Charles B. Davis	720	do	do	720 00	Do.

[1] Transferred from Surgeon-General's Office.
[2] Promoted from $1,000.
[3] Absent 4 days without pay.
[4] Transferred to Additional.
[5] Transferred from office of the Chief of Ordnance.
[6] Promoted from laborer.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS C—Continued.					
	Assistant Messengers—Con'd.					
506	John Dugan	$720	Dec. 1, 1883	Nov. 30, 1884	$720 00	Ohio.
507	Charles J. Giers	720	Jan. 8, 1884	...do	646 15	Alabama.
508	William Gill	720	Dec. 1, 1883	....do	720 00	District of Columbia.
509	William T. Golden	720	....do	....do	720 00	Tennessee.
510	Septemius T. Graham	720	....do	....do	720 00	Kansas.
511	Edward Grier	720	....do	....do	720 00	Ohio.
512	August Grimm	720	....do	....do	720 00	District of Columbia.
513	Michael J. Hewston	720	....do	....do	720 00	Do.
514	Joseph H. Johnson	720	....do	....do	720 00	Virginia.
515	Morris Keim	720	....do	....do	720 00	Do.
516	John Kelly	720	....do	....do	720 00	District of Columbia.
517	Daniel Killigan	720	....do	....do	720 00	Do.
518	Charles Kober	720	....do	....do	720 00	Illinois.
519	John C. Kohler	720	....do	....do	720 00	California.
520	Frederick Landgraf	720	....do	....do	720 00	District of Columbia.
521	Patrick Larkin	720	....do	....do	720 00	Do.
522	George W. Leonard	720	.. do	....do	720 00	Indiana.
523	Adolph Liebschutz	720	....do	....do	720 00	Missouri.
524	Harmon T. Lord	720	... do	....do	720 00	New Jersey.
525	Jacob Madert	720	....do	....do	720 00	District of Columbia.
526	Edward Malone	720	....do	....do	720 00	Do.
527	John Malone	720	....do	....do	720 00	New Jersey.
528	Lewis J. Melchior	720	... do	....do	720 00	Maryland.
529	Andrew Mills	720	....do	... do	720 00	District of Columbia.
530	Matthew Murphy	720	....do	....do	720 00	Do.
531	James Noonan	720	....do	... do	720 00	Do.
532	John O'Hagan	720	....do	... do	720 00	Do.
533	Alexander Oglesby	720	....do	....do	720 00	Virginia.
534	James Palmer	720	Aug. 1, 1884	....do	239 35	Do.
535	Edwin D. Perkins	720	Dec. 1, 1883	....do	720 00	District of Columbia.
536	William H. Pike	720	....do	....do	720 00	Massachusetts.
537	Thomas W. Piper	720	....do	....do	720 00	Ohio.
538	James Plant	720	....do	....do	720 00	District of Columbia.
539	James Richardson	720	....do	... do	720 00	Do.
540	George R. Rowan	720	... do	....do	720 00	New York.
541	Ira G. Scott	720	....do	... do	720 00	California.
542	James T. Shackelford	720	... do	....do	720 00	Alabama.
543	George H. Short	720	....do	....do	720 00	District of Columbia.
544	James H. Smith	720	....do	....do	720 00	Virginia.
545	George W. Thomas	720	Oct. 2, 1884	....do	118 04	District of Columbia.
546	George M. Thompson	720	Dec. 1, 1883	... do	720 00	Virginia.
547	John Wiedman	720	....do	....do	720 00	District of Columbia.
548	John Widmire	720	... do	.. do	720 00	Do.
549	Thomas Wynne	720	....do	....do	720 00	Do.
	Watchmen.					
550	John Anderson	720	....do	....do	720 00	Pennsylvania.
551	Alphonzo W. Bogia	720	....do	....do	720 00	Delaware.
552	Daniel Carson	720	....do	....do	270 00	Maryland.
553	Michael Cavanagh	720	....do	....do	720 00	New York.
554	James F. Cullen	720	... do	....do	720 00	Tennessee.
555	William B. Denny	720	....do	....do	720 00	New York.
556	Adam Fraber	720	....do	....do	720 00	Kentucky.
557	William H. Goodacre	720	....do	....do	720 00	Maryland.
558	George C. Jackson	720	....do	....do	720 00	District of Columbia.
559	Solomon H. Lomax	720	....do	....do	720 00	Virginia.
560	Nicholas McGowan	720	...do	....do	720 00	District of Columbia.
561	James McGrath	720	....do	....do	720 00	Ohio.
562	Morgan McInerney	720	....do	....do	720 00	District of Columbia.
563	Henry T. Moore	720	....do	....do	720 00	Pennsylvania.
564	Charles E. Murray	720	....do	....do	720 00	District of Columbia.
565	Thomas W. Sims	720	....do	....do	720 00	Do.
566	William Waters	720	....do	....do	720 00	New York.
567	Reuben M. Whitney[1]	720	....do	....do	718 04	Maryland.
568	Samuel Wills	720	....do	....do	720 00	Virginia.
569	Theodore Winn	720	....do	....do	720 00	Massachusetts.
	Laborers.					
570	Edward J. Colvin	660	Sept. 25, 1884	....do	120 76	Georgia.
571	Manuel Jones	660	Dec. 1, 1883	....do	660 00	Virginia.
572	Henry Thompson[2]	660	Oct. 17, 1884	....do	81 30	District of Columbia.

[1] Absent one day without pay.
[2] Transferred from office of the superintendent of State, War, and Navy building.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	ADDITIONAL.					
	Class 4.					
573	Nathaniel Herschler[1]	$1,800	July 7, 1884	Nov. 30, 1884	$720 65	Illinois.
	Class 2.					
574	William H. B. Kittson[2]....	1,400	....do	....do	559 18	New York.
575	Burton R. Ross[2].....	1,400	....do	....do	559 18	District of Columbia.
	Class 1.					
576	Rinaldo G. Daniels[2]	1,200	....do	....do	480 43	Minnesota.
577	Albert M. Evans[2].....	1,200	....do	....do	480 43	Pennsylvania.
578	Edwin K. Lundy[2].....	1,200	....do	....do	480 43	Do.
579	Martin M. Mauger	1,200	.. do	....do	480 43	Do.
580	John Mitchell[3]	1,200	....do	....do	480 43	District of Columbia.
581	Isaac B. Ruff[2]	1,200	Oct. 1, 1884	....do	200 00	Michigan.

[1] Transferred from Class 3.
[2] Transferred from Class 1.
[3] Transferred from Class C.
} Regular roll. (See Nos. 39, 300, 400, 208, 231, 318, 343, 488, and 404.)

Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen, employed in the office of the Inspector-General from December 1, 1883, *to November* 30, 1884.

	CLASS 4.					
1	Warren H. Orcutt	$1,800	Dec. 1, 1883	Nov. 30, 1884	$1,800 00	Army.
	CLASS 1.					
2	Charles W. Greene	1,200	....do	....do	1,200 00	Pennsylvania.
	Assistant Messenger.					
3	John Connolly.....	720	....do	....do	720 00	District of Columbia.

Statement showing the names, compensation, &c., of clerks, copyists, and messengers, employed in the Judge-Advocate-General's office, from December 1, 1883, *to November* 30, 1884.

	CLASS 4.					
	Chief Clerk.					
1	Joseph McDonald	$1,800	Dec. 1, 1883	Nov. 30, 1884	$1,800 00	Kansas.
	CLASS 3.					
	Clerks.					
2	Francis G. Saxton	1,600	....do	....do	1,600 00	Illinois.
3	Thomas Duke	1,600	....do	....do	1,600 00	Army.
	CLASS 1.					
	Clerks.					
4	Thomas Sprague.....	1,200	....do	.. do	1,200 00	Indiana.
5	John P. Simonton.....	1,200	.. do	....do	1,200 00	Do.
6	Seth A. Terry.....	1,200	....do	....do	1,200 00	New York.
7	Cyrus Chambers	1,200	....do	....do	1,200 00	Iowa.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS C.					
	Clerk at $1,000.					
8	May Morrison	$1,000	Dec. 1, 1883	Nov. 30, 1884	$1,000 00	District of Columbia.
	CLASS D.					
	Copyist.					
9	John J. Snodgrass	900	Dec. 18, 1883	....do	859 24	Pennsylvania.
	Messenger.					
10	Isaac Lumbard	840	Dec. 1, 1884	....do	840 00	District of Columbia.
	Assistant Messenger.					
11	John Tennyson	720	....do	....do	720 00	Do.

Statement showing the names of clerks and other persons employed in the office of the Quartermaster-General, United States Army, from December 1, 1883, *to November* 30, 1884.

	CLASS B.					
	Chief Clerk.					
1	J. Z. Dare [1]	$2,000	Oct. 1, 1884	Nov. 30, 1884	$332 00	Pennsylvania.
	CLASS 4.					
2	George K. Finckel [2]	1,800	Dec. 1, 1883	....do	1,968 00	District of Columbia.
3	A. W. Lattimore	1,800	....do	....do	1,800 00	Indiana.
4	Thomas W. Webster	1,800	....do	....do	1,800 00	Maryland.
5	Charles Ebert	1,800	....do	....do	1,800 00	New York.
6	Albert Gaines	1,800	....do	....do	1,800 00	Maine.
7	John B. Tanner	1,800	....do	....do	1,800 00	Delaware.
8	Fred. A. Gee	1,800	....do	....do	1,000 00	New York.
9	George E. Davis [3]	1,800	....do	....do	1,680 74	Pennsylvania.
10	Henry D. Saxton [3]	1,800	....do	....do	1,680 74	Massachusetts.
11	Ira S. Allen [4]	1,800	....do	Sept. 21, 1884	1,455 98	Wisconsin.
	CLASS 3.					
12	William H. Hodges	1,600	....do	Nov. 30, 1884	1,600 00	New Jersey.
13	George Marsh	1,600	....do	....do	1,600 00	Illinois.
14	John M. Grahame	1,600	....do	....do	1,600 00	Maryland.
15	Benjamin A. Farless [5]	1,600	....do	....do	1,598 14	New York.
16	Henry W. Smith	1,600	....do	....do	1,600 00	Do.
17	Henry B. Fernald	1,600	....do	....do	1,600 00	Massachusetts.
18	Henry P. Viles	1,600	....do	....do	1,600 00	District of Columbia.
19	John H. Pickell [6]	1,600	....do	....do	1,480 75	New York.
20	Robert Armour [6]	1,600	....do	....do	1,480 75	Do.
21	H. H. Parmenter [6]	1,600	....do	....do	1,480 75	Massachusetts.
22	George W. Callahan [6]	1,600	....do	....do	1,480 75	Pennsylvania.
	CLASS 2.					
23	Noah H. Martin	1,400	....do	....do	1,400 00	Do.
24	B. J. O'Driscoll	1,400	... do	....do	1,400 00	New York.
25	William H. Burnett	1,400	....do	....do	1,400 00	Iowa.
26	Louis Galeski	1,400	....do	....do	1,400 00	New York.
27	James Williamson	1,400	....do	....do	1,400 00	Pennsylvania.
28	Samuel M. Thatcher	1,400	....do	....do	1,400 00	Do.
29	John B. Pearce	1,400	....do	....do	1,400 00	Ohio.

[1] Appointed chief clerk October 1, 1884.
[2] Reduced from chief clerk September 30, 1884.
[3] Promoted from Class 3 July 7, 1884.
[4] Died September 21, 1884.
[5] Absent 3 hours without pay.
[6] Promoted from Class 2 July 7, 1884.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 2—Continued.					
30	A. W. Ogden	$1,400	Dec. 1, 1883	Nov. 30, 1884	$1,400 00	New York.
31	A. Y. Leech	1,400	do	do	1,400 00	District of Columbia.
32	Edward Flagg	1,400	do	do	1,400 00	Massachusetts.
33	H. W. Jackson	1,400	do	do	1,400 00	Iowa.
34	Thomas Montgomery	1,400	do	do	1,400 00	New York.
35	I. N. Thornburg	1,400	do	do	1,400 00	West Virginia.
36	Frank H. Evans	1,400	do	do	1,400 00	New Hampshire.
37	John D. Creighton	1,400	do	do	1,400 00	Massachusetts.
38	L. F. Randolph	1,400	do	do	1,400 00	New York.
39	A. H. Morrison	1,400	do	do	1,400 00	Missouri.
40	Charles W. Hills	1,400	do	do	1,400 00	Ohio.
41	Francis McLean	1,400	do	do	1,400 00	New York.
42	Emma D. Sedgwick [1]	1,400	do	do	1,391 23	Connecticut.
43	E. C. Townsend [2]	1,400	do	do	1,278 75	New York.
44	William Ryan [2]	1,400	do	do	1,278 75	Nebraska.
45	James F. Dooley [2]	1,400	do	do	1,278 75	District of Columbia.
46	Robert J. Woodburn [3]	1,400	do	Dec. 14, 1883	53 33	Pennsylvania.
	CLASS 1.					
47	L. F. Fix	1,200	do	Nov. 30, 1884	1,200 00	Ohio.
48	Lewis B. Parker	1,200	do	do	1,200 00	South Carolina.
49	Michael Manning	1,200	do	do	1,200 00	New York.
50	I. G. Jaquette	1,200	do	do	1,200 00	Pennsylvania.
51	James S. Franklin	1,200	do	do	1,200 00	Do.
52	William Ludgate	1,200	do	do	1,200 00	New York.
53	James McMahon	1,200	do	do	1,200 00	Do.
54	D. W. Cleaver	1,200	do	do	1,200 00	Iowa.
55	William B. Johnson	1,200	do	do	1,200 00	Ohio.
56	H. Colburn	1,200	do	do	1,200 00	Maryland.
57	Louisa A. Byrne	1,200	do	do	1,200 00	District of Columbia.
58	John A. Botts [4]	1,200	do	do	1,194 88	Do.
59	Lizzie A. Richardson	1,200	do	do	1,200 00	New Hampshire.
60	Emily Ring	1,200	do	do	1,200 00	New York.
61	W. S. McFarlan	1,200	do	do	1,200 00	Missouri.
62	Julia M. Edie	1,200	do	do	1,200 00	District of Columbia.
63	E. Van Hook	1,200	do	do	1,200 00	Do.
64	Luke Devlin	1,200	do	do	1,200 00	Do.
65	Marcia Richardson	1,200	do	do	1,200 00	Michigan.
66	E. T. Cowperthwaite	1,200	do	do	1,200 00	Pennsylvania.
67	Ida Allen	1,200	do	do	1,200 00	District of Columbia.
68	C. A. Sherman	1,200	do	do	1,200 00	Virginia.
69	E. S. Gurley	1,200	do	do	1,200 00	Iowa.
70	Mary L. Davidson	1,200	do	do	1,200 00	Maryland.
71	John Corson	1,200	do	do	1,200 00	Iowa.
72	James G. Nokes	1,200	do	do	1,200 00	District of Columbia.
73	G. Du B. Holgate	1,200	do	do	1,200 00	Pennsylvania.
74	D. D. Tompkins [5]	1,200	do	do	1,190 76	Do.
75	James S. Wilson	1,200	do	do	1,200 00	District of Columbia.
76	J. J. Pratt	1,200	do	do	1,200 00	New York.
77	Frank O. Ball [6]	1,200	do	do	1,179 35	Wisconsin.
78	Helen J. Paulding	1,200	do	do	1,200 00	New York.
79	H. A. B. Corts	1,200	do	do	1,200 00	Michigan.
80	N. H. Stanton	1,200	do	do	1,200 00	Pennsylvania.
81	Augustus Hubbell	1,200	do	do	1,200 00	Vermont.
82	Eliza D. Stone	1,200	do	do	1,200 00	Massachusetts.
83	Sarah L. Myers	1,200	do	do	1,200 00	Pennsylvania.
84	Margarett S. Worth [7]	1,200	do	do	1,198 12	New York.
85	Howard L Johnson	1,200	do	do	1,200 00	Pennsylvania.
86	M. Davidson	1,200	do	do	1,200 00	Virginia.
87	W. F. McBride	1,200	do	do	1,200 00	Pennsylvania.
88	L. Fayette Sykes	1,200	do	do	1,200 00	New York.
89	Wm. D. Hughes	1,200	do	do	1,200 00	Ohio.
90	Robert M Barnitz	1,200	do	do	1,200 00	New York.
91	F. A. Von Tagen [8]	1,200	do	do	1,193 23	Minnesota.
92	Irving B. Dudley [9]	1,200	do	do	1,166 96	Wisconsin.
93	Wm. Winans [10]	1,200	do	June 26, 1884	683 52	New York.
94	A. B. C. Clement [11]	1,200	do	Jan. 29, 1884	192 31	Do.

[1] Promoted from Class 1 December 15, 1883.
[2] Promoted from Class 1 July 7, 1884.
[3] Died December 14, 1883.
[4] Absent 1 day and 4 hours without pay.
[5] Absent 2 days 3 hours and 30 minutes without pay.
[6] Absent 6 days without pay.
[7] Absent 4 hours without pay.
[8] Promoted from Class $1,000 December 15, 1883.
[9] Promoted from Class $1,000 February 1, 1884.
[10] Transferred to Claims Division June 26, 1884.
[11] Transferred to office Secretary of War January 29, 1884.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS C.					
95	Annie E. Loomis	$1,000	Dec. 1, 1883	Nov. 30, 1884	$1,000 00	Pennsylvania.
96	Robt. E. Fugitt	1,000	....do	....do	1,000 00	District of Columbia.
97	Florence C. Bleeker	1,000	... do	... do	1,000 00	Do.
98	E. F. Long	1,000	....do	....do	1,000 00	Pennsylvania.
99	Harry W. Smith	1,000	....do	....do	1,000 00	Iowa.
100	Annie G. Davis [1]	1,000	... do	....do	995 62	District of Columbia.
101	T. A. Washington [2]	1,000	Mar. 17, 1884	....do	707 20	Texas.
102	M. H. Fillebrown [3]	1,000	Dec. 1, 1883	....do	857 00	District of Columbia.
103	James Stone [4]	1,000	....do	....do	1,119 26	Iowa
104	J. B. Jones [5]	1,000	....do	....do	939 36	District of Columbia.
105	Geo. W. Perrott [6]	1,000	....do	June 30, 1884	584 00	New Jersey.
	CLASS D.					
	Copyists.					
106	Priscilla Hebb	900	....do	Nov. 30, 1884	900 00	District of Columbia.
107	Anne C. Knight	900	.. do	....do	900 00	Massachusetts.
108	Marian Goodall	900	....do	....do	900 00	District of Columbia.
109	Harriet Chur	900	....do	.. do	900 00	Pennsylvania.
110	Ellen H. Sheldon	900	....do	....do	899 18	New York.
111	Eliza C. Bull	900	... do	...do	900 00	Michigan.
112	Victoria J. Le Compte	900	....do	...do	900 00	District of Columbia.
113	Annie Harding	900	....do	....do	900 00	Maine.
114	Nettie E. George	900	... do	....do	900 00	New Hampshire.
115	E. S. Crawford	900	....do	.. do	900 00	Virginia
116	Eliza Wilkes	900	....do	...do	900 00	District of Columbia.
117	Mary Mitchell [7]	900	....do	....do	877 16	Kentucky.
118	Clara T. Emory	900	....do	....do	900 00	District of Columbia.
119	Annie C. Wyeth	900	... do	....do	900 00	Do.
120	Jennie Lawson	900	....do	....do	900 00	Massachusetts.
121	Mary L. Mauger	900	....do	....do	900 00	Pennsylvania.
122	Susan C. Roy	900	....do	....do	900 00	District of Columbia.
123	P. S. Wolcott [8]	900	May 10, 1884	.. do	215 39	Ohio.
124	Martha E. Gilmer [9]	800	July 1, 1884	....do	375 00	Mississippi.
	Female Messenger.					
125	Mary McGaw [10]	480	Dec. 1, 1883	....do	480 00	District of Columbia.
	Messengers.					
126	George Phelps	840	....do	....do	840 00	Do.
127	Henry Payne	840	....do	....do	840 00	Do.
	Assistant Messengers.					
128	Thomas Allen	720	....do	....do	720 00	Do.
129	Patrick Wall	720	....do	... do	720 00	Do.
	Laborers.					
130	Chas. McDonough	660	....do	....do	660 00	Do.
131	Geo. W. White	660	....do	....do	660 00	Ohio.
132	Michael Delehanty	660	....do	....do	660 00	District of Columbia.
133	Geo. W. Giddens	660	....do	....do	660 00	Do.
134	Jacob H. Frank	660	....do	... do	660 00	Do.
135	Henry Suydam [11]	660	Apr. 8, 1884	... do	427 31	Pennsylvania.
136	Joseph Work [12]	660	Feb. 21, 1884	Mar. 31, 1884	72 52	Iowa
137	Catharine Graham [13]	225	Dec. 1, 1883	Nov. 30, 1884	233 09	District of Columbia.
138	Ellen Brady [14]	225	....do	July 19, 1884	141 53	Do.
	Charwomen.					
139	Isabella Mackin [15]	180	....do	Nov. 30, 1884	131 82	Do.
140	Elizabeth Hammond [16]	180	July 20, 1884	....do	65 70	Do.

[1] Promoted from copyist December 15, 1883.
[2] Transferred from office Surgeon-General March 17, 1884.
[3] Promoted from copyist July 1, 1884.
[4] Reduced from Class 1 July 7, 1884.
[5] Promoted from copyist July 7, 1884.
[6] Resigned June 30, 1884.
[7] Absent 9 days without pay.
[8] Transferred from War Record Office May 10, 1884; absent 117½ days without pay.
[9] Transferred from War Record Office July 1, 1884.
[10] Name changed from Mary Murray; authorized by Secretary of War.
[11] Appointed April 8, 1884.
[12] Appointed February 21, 1884; discharged March 31, 1884.
[13] Transferred from laborer at $240 per annum July 7, 1884.
[14] Transferred from laborer at $225 to charwoman at $180 per annum.
[15] Promoted from $100 per annum July 7, 1884.
[16] Appointed July 20, 1884.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 1.					
	Engineer.					
141	Samuel Dale	$1,200	Dec. 1 883	Nov. 30, 1884	$1,200 00	Maryland.
	Fireman.					
142	James Payne	720	....do	....do	720 00	District of Columbia.
	Watchmen.					
143	Wm. H. Lewis	720	....do	....do	720 00	Do,
144	M. P. Desmond	720	....do	....do	720 00	Do.
145	Jas. O'Hara	720	....do	....do	720 00	Do.
146	Patrick Delanthy	720	....do	....do	720 00	Do.
147	Fanning Barnard	720	....do	....do	720 00	Do.
	CLASS 4.					
	Draughtsman.					
148	Thos. P. Chiffelle	1,800	....do	....do	1,800 00	Do.
	Superintendent of Building.					
149	H. H. Parmenter[1]	250	July 1, 1884	....do	104 00	Massachusetts.
150	Geo. K. Finckel[2]	250	Dec. 1, 1883	June 30, 1884	146 00	District of Columbia.
	CLASS 3.					
	Mechanical Engineer.					
151	L. M. Zuncker[3]	1,600	....do	July 5, 1884	955 74	Do.
	CLAIMS DIVISION.					
	CLASS 4.					
152	John H. Hood	1,800	....do	Nov. 30, 1884	1,800 00	Do.
	CLASS 3.					
153	F. M. Schreiner	1,600	....do	....do	1,600 00	Do.
154	F. S. Altemus	1,600	....do	....do	1,600 00	Pennsylvania.
	CLASS 2.					
155	William H. Fuller	1,400	....do	....do	1,400 00	Maryland.
156	E. P. Corvaizier	1,400	....do	...do	1,400 00	District of Columbia.
157	Charles W. Jones	1,400	....do	...do	1,400 00	Michigan.
158	Frank B. Holden	1,400	....do	....do	1,400 00	Maine.
	CLASS 1.					
159	John A. Miller	1,200	....do	...do	1,200 00	New York.
160	Frank W. Fisher	1,200	....do	...do	1,200 00	Do.
161	J. M. Chadwick[4]	1,200	....do	...do	1,189 13	Vermont.
162	S. W. Tucker	1,200	....do	...do	1,200 00	Pennsylvania.
163	H. H. Martin	1,200	....do	...do	1,200 00	Illinois.
164	J. M. McFarland	1,200	....do	...do	1,200 00	District of Columbia.
165	J. M. Pipes[5]	1,200	....do	.. do	1,157 61	West Virginia.
166	John Berry	1,200	....do	... do	1,200 00	District of Columbia.
167	Frank McNerhany	1,200	....do	....do	1,200 00	Missouri.
168	William Geddes	1,200	....do	....do	1,200 00	Indiana.
169	William Winans[6]	1,200	June 26, 1884	....do	516 48	New York.
170	William H. Mellack[7]	1,200	Dec. 1, 1883	June 25, 1884	680 22	New Jersey.
	CLASS C.					
171	Alex. Thompson	1,000	....do	Nov. 30, 1884	1,000 00	Indiana.
172	Lawrence O. Posey	1,000	....do	....do	1,000 00	South Carolina.

[1] Appointed July 1, 1884.
[2] Discharged June 30, 1884.
[3] Discharged July 5, 1884.
[4] Absent 3 days without pay.
[5] Absent 10 days without pay.
[6] Transferred from regular rolls June 26, 1884.
[7] Transferred to Adjutant-General's Office June 25, 1884.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amounts received.	Residence when appointed.
			From—	To—		
	CLASS D.					
	Copyists.					
173	M. S. Davis	$900	Dec. 1, 1883	Nov. 30, 1884	$900 00	District of Columbia.
174	E. U. Owen	900	....do	....do	900 00	Do.
175	E. C. Lancaster	900	....do	....do	900 00	Do.
176	George Lecointe	900	....do	....do	900 00	Do.
177	J. P. Montgomery	900	....do	....do	900 00	Ohio.
178	J. S. Jarocka	900	....do	....do	900 00	District of Columbia.
179	E. M. Hooe	900	....do	....do	900 00	Do.
180	Katharine R. Hill	900	....do	....do	900 00	Do.
181	Emma J. Brewer [1]	900	....do	....do	841 30	Kansas.
182	Joanna U. Turner	900	....do	....do	900 00	Wisconsin.
183	Bertha V. Miller	900	....do	....do	900 00	District of Columbia.
	Assistant Messengers.					
184	Christopher Shaw	720	....do	....do	720 00	Missouri.
185	Thomas H. Cross	720	....do	....do	720 00	District of Columbia.
186	Charles Wilton	720	....do	....do	720 00	Do.
	Watchman.					
187	Frank O. Foster	720	....do	....do	720 00	Maine.
	Laborer.					
188	Dennis D. Reilly [2]	660	....do	Feb. 14, 1884	136 59	Illinois.
	CLASS 2.					
	Agents.					
189	Joseph Livsey	1,400	....do	Nov. 30, 1884	1,400 00	Tennessee.
190	William M. Ekin	1,400	....do	....do	1,400 00	Pennsylvania.
191	John F. Dobbyn	1,400	....do	....do	1,400 00	Do.
192	Henry E. Fitz [3]	1,400	....do	....do	1,362 02	Maine.
193	Frederick A. Sawyer	1,400	....do	....do	1,400 00	Tennessee.
194	Rufus Ingalls, 2d	1,400	....do	....do	1,400 00	Illinois.
195	Alex. R. Speel [4]	1,400	....do	....do	1,392 45	Pennsylvania.
196	George E. Hoffman [5]	1,400	....do	....do	1,316 37	New York.
197	Henry C. Latshaw	1,400	....do	....do	1,400 00	Missouri.
198	Alex. Lynch	1,400	....do	....do	1,400 00	Iowa.
199	Madison Sallade	1,400	....do	....do	1,400 00	Maryland.
200	M. A. Woodburn	1,400	....do	....do	1,400 00	Pennsylvania.
201	James Putman [6]	1,400	....do	....do	1,384 78	Iowa.
202	Peter Melendy	1,400	....do	....do	1,400 00	Do.
203	Thomas M. Thatcher	1,400	....do	....do	1,400 00	West Virginia.
204	John C. Dougherty	1,400	....do	....do	1,400 00	Pennsylvania.
205	John S. Cooper	1,400	....do	....do	1,400 00	Do.
206	Thomas J. Saunders	1,400	....do	....do	1,400 00	Iowa.
207	Arthur T. Reeve [7]	1,400	....do	....do	1,094 97	Do.
208	C. U. Taylor	1,400	....do	....do	1,400 00	New York.
209	Wiley Britton	1,400	....do	....do	1,400 00	Kansas.
210	Charles B. Bostwick [8]	1,400	....do	....do	1,369 63	Illinois.
211	Timothy Quinn	1,400	....do	....do	1,400 00	New York.
212	O. D. Kinsman	1,400	....do	....do	1,400 00	Iowa.
213	Richard W. Austin [9]	1,400	Jan. 8, 1884	....do	1,255 08	Tennessee.
214	Ira B. Dutton [10]	1,400	Dec. 31, 1883	Dec. 31, 1883	68 55	Do.

[1] Absent 24 days without pay.
[2] Discharged February 14, 1884.
[3] Absent 10 days without pay.
[4] Absent 2 days without pay.
[5] Absent 22 days without pay.
[6] Absent 4 days without pay.
[7] Absent 80 days without pay.
[8] Absent 8 days without pay.
[9] Appointed January 8, 1884.
[10] Discharged December 31, 1883; absent 13 days without pay.

Statement showing the names, compensation, &c., of clerks, messengers, watchmen, and laborers employed in the office of the Commissary-General of Subsistence, from December 1, 1883, to November 30, 1884.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS B.					
1	William A. De Caindry	$2,000	Dec. 1, 1883	Nov. 30, 1884	$2,000 00	Maryland.
	CLASS 4.					
2	William H. Wetzel.....	1,800	....do	....do	1,800 00	Pennsylvania.
	CLASS 3.					
3	John Penn Jones	1,600	....do	....do	1,600 00	Do.
4	Charles T. Eldridge.....	1,600	....do	....do	1,600 00	Maine.
5	William H. Partridge	1,600	....do	....do	1,600 00	New York.
	CLASS 2.					
6	William Nanse	1,400	....do	... do	1,400 00	Maryland.
7	G. J. L. Foxwell	1,400	....do	....do	1,400 00	Army.
8	Charles N. Moore	1,400	....do	... do	1,400 00	Ohio.
9	Joseph S. Vansant	1,400	....do	....do	1,400 00	Iowa.
	CLASS 1.					
10	D. Austin McCarthy.....	1,200	....do	....do	1,200 00	District of Columbia.
11	R. S. Kearney[1].....	1,200	....do	....do	1,196 74	Do.
12	William F. Johnson..... ..	1,200	....do	....do	1,200 00	Pennsylvania.
13	John Barr	1,200	....do	....do	1,200 00	Delaware.
14	Thomas M. Moran	1,200	....do	... do	1,200 00	District of Columbia.
15	Charles W. Pairs	1,200	....do	... do	1,200 00	Do.
16	Shepard S. Everett[2].....	1,200	....do	July 15, 1884	748 91	Massachusetts.
17	S. Willard Knevals[3].....	1,200	....do	Nov. 30, 1884	1,175 78	New York.
18	Columbus J. Queen	1,200	.. do	....do	1,200 00	Illinois.
19	James B. K. Elliott.....	1,200	....do	....do	1,200 00	New York.
20	David W. Houghton	1,200	....do	....do	1,200 00	Ohio.
21	Joseph Blackwood.....	1,200	....do	....do	1,200 00	Pennsylvania.
22	Peter Meagher.....	1,200	....do	....do	1,200 00	Wisconsin.
23	Daniel Stewart	1,200	....do	....do	1,200 00	Missouri.
24	Eugene McSweeney[4]	1,000 1,200	....do ..... July 16, 1884	July 15, 1884 Nov. 30, 1884	624 76 451 09	Dist. of Columbia.
	CLASS C.				1,075 85	
25	Alpheus W. Clear.....	1,000	Dec. 1, 1883	....do	1,000 00	Pennsylvania.
26	Lyman B. Cutler.....	1,000	....do	....do	1,000 00	Illinois.
27	George B. Hansell.....	1,000	....do	....do	1,000 00	Washington.
28	William F. Dewey[5]	1,000	....do	June 3, 1883	509 82	Ohio.
29	A. J. Sanderson[6]	1,000	....do	Nov. 30, 1884	998 43	Pennsylvania.
30	Hermann H. Voss.....	1,000	....do	...do	1,000 00	District of Columbia.
31	Benjamin F. Smith.....	1,000	....do	....do	1,000 00	Do.
32	William Giusta	1,000	....do	....do	1,000 00	Do.
33	Charles Nelson[7].....	1,000	July 12, 1884	....do	386 11	Tennessee.
34	John L. Honchen[8]	1,000	Aug. 8, 1884	....do	312 74	Indiana.
	Assistant Messenger.					
35	George Lackey	720	Dec. 1, 1883	....do	720 00	Nebraska.
	Watchmen.					
36	Daniel Donovan	720	....do	....do	720 00	Massachusetts.
37	Henry Johnson	720	....do	....do	720 00	District of Columbia.
	Laborers.					
38	William Pinion	660	....do	....do	660 00	Louisiana.
39	James Hannan.....	660	....do	....do	660 00	District of Columbia.
	Superintendent of Building.					
40	Charles T. Eldridge.....	250	....do	....do	250 00	Maine.

[1] Deducted $3.26 on account of absence of 1 day in excess of 30 days.
[2] Resigned July 15, 1884.
[3] Deducted $24.22 on account of absence of 7 days and 3 hours in excess of 30 days.
[4] Promoted from Class $1,000 July 16, 1884.
[5] Discharged June 3, 1884.
[6] Deducted $1.57 on account of absence of 4 hours in excess of 30 days.
[7] Appointed July 12, 1884.
[8] Appointed August 8, 1884.

Statement showing the names, compensation, &c., of clerks, assistant messengers, watchmen, laborers, &c., employed in the office of the Surgeon-General of the Army, from December 1, 1883, to November 30, 1884.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS B.					
	Chief Clerk.					
1	Samuel Ramsey	$2,000	Dec. 1, 1883	Nov. 30, 1884	$2,000 00	Virginia.
	CLASS 4.					
	Clerks.					
2	John J. Beardsley	1,800	....do	....do	1,800 00	New York.
3	Oliphant B Brown	1,800	....do	....do	1,800 00	Iowa.
4	Alonzo M. Buck	1,800	....do	... do	1,800 00	Wisconsin.
5	Cornelius P. Clark	1,800	....do	....do	1,800 00	Army.
6	George E. Corson	1,800	....do	....do	1,800 00	Maine.
7	David G. Dixon	1,800	....do	....do	1,800 00	Pennsylvania.
8	Jacob Frech	1,800	....do	....do	1,800 00	District of Columbia.
9	Harry O Hall	1,800	....do	....do	1,800 00	Iowa.
10	William E. Harley	1,800	....do	....do	1,800 00	Pennsylvania.
11	Charles Harling	1,800	....do	Sept. 6, 1884	1,382 61	Army.
12	George A. Jones	1,800	....do	Nov. 30, 1884	1,800 00	New York.
13	Sidney A. Moulthrop	1,800	....do	May 6, 1884	778 02	Connecticut.
14	Clement J. Myers	1,800	....do	Nov. 30, 1884	1,800 00	New York.
15	William Pittis	1,600 1,800	do May 7, 1884	May 6, 1884 Nov. 30, 1884	692 24 1,021 98	Army.
					1,714 22	
16	Rudolph Ravenburg	1,800	Dec. 1, 1883	....do	1,800 00	Do.
17	Adolph Rechenberg	1,800	....do	....do	1,800 00	Do.
18	Charles Roller	1,600 1,800	....do Sept. 7, 1884	Sept. 6, 1884 Nov. 30, 1884	1,229 63 417 39	Maryland.
					1,647 02	
19	Joseph R. Rose	1,800	Dec. 1, 1883	....do	1,800 00	Army.
20	Edward Shaw	1,800	....do	....do	1,800 00	Massachusetts.
21	Reuben L. Shimer	1,800	....do	.. do	1,800 00	New Jersey.
22	Luther W. Slater	1,800	....do	.. do	1,800 00	Virginia.
23	Frederick R. Sparks	1,800	....do	....do	1,800 00	New York.
24	Frederick W. Stone	1,800	....do	....do	1,800 00	Army.
25	Benjamin F. Williams	1,800	....do	....do	1,800 00	New York.
26	John Wilson	1,800	... do	... do	1,800 00	Army.
27	Edward K. Winship	1,800	....do	....do	1,800 00	Connecticut.
	CLASS 3.					
28	Frederick L. Apel	1,600	....do	...do	1,600 00	Pennsylvania.
29	Robert L. Clear	1,600	...do	....do	1,600 00	District of Columbia.
30	Charles R. Clifton	1,600	....do	.. do	1,600 00	Pennsylvania.
31	Charles W. Egan	1,600	....do	....do	1,600 00	Texas.
32	John C. Fill	1,600	....do	....do	1,600 00	District of Columbia.
33	George W. Fisher	1,600	....do	....do	1,600 00	Pennsylvania.
34	William Fisher	1,600	....do	....do	1,600 00	Army.
35	Frank J. Foster	1,600	....do	....do	1,600 00	New York.
36	John F. Gibson	1,600	...do	...do	1,600 00	Ohio.
37	William Gleason	1,600	....do	.. do	1,600 00	Pennsylvania.
38	Thomas G. Haviland	1,600	....do	.. do	1,600 00	New York.
39	Felix C. Holland	1,600	....do	....do	1,600 00	Pennsylvania.
40	Jeremiah R. Imbrie	1,600	....do	...do	1,600 00	Do.
41	Edward J. Jennings	1,400 1,600	....do May 7, 1884	May 6, 1884 Nov. 30, 1884	606 46 907 76	New York.
					1,514 22	
42	Samuel Johnston	1,600	Dec. 1, 1883	....do	1,600 00	Washington Ter.
43	Magnus Koechling	1,600	....do	.. do	1,600 00	Maryland.
44	James F. Linden	1,600	....do	.. do	1,600 00	Pennsylvania.
45	Joseph F. Loughran	1,600	....do	....do	1,600 00	New York.
46	E. Scott McCleary	1,600	....do	....do	1,600 00	Pennsylvania.
47	James C. McConnell	1,600	....do	....do	1,600 00	Ohio.
48	Thomas L. Miller	1,600	....do	....do	1,600 00	Massachusetts.
49	Clinton Parkinson	1,600	....do	....do	1,600 00	Texas.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS 3—Continued.					
50	Ernst Schmid	$1,600	Dec. 1, 1883	Nov. 30, 1884	$1,600 00	Army.
51	William Schwennecker	1,600	do	do	1,600 00	Do.
52	William F. Snyder	1,600	do	do	1,600 00	District of Columbia.
53	William E. Spedden	1,600	do	do	1,600 00	Maryland.
54	Frederick W. Storch	1,600	do	do	1,600 00	District of Columbia.
55	William H. Stuard	1,600	do	do	1,600 00	Pennsylvania.
56	Matthew H. Teulon	1,600	do	do	1,600 00	Massachusetts.
57	John A. Wise	1,400	do	Sept. 6, 1884	1,076 69	Dist. of Columbia.
		1,600	Sept. 7, 1884	Nov. 30, 1884	370 35	
					1,447 04	
58	Albert G. Yount	1,600	Dec. 1, 1883	do	1,600 00	Pennsylvania.
59	Bogislar Zglinitzki	1,600	do	do	1,600 00	District of Columbia.
	CLASS 2.					
60	Louis P. Altschu	1,400	do	do	1,400 00	Kansas.
61	Lorenz Auber	1,400	do	do	1,400 00	Army.
62	Major W. Bayliss	1,400	do	do	1,400 00	Rhode Island.
63	Anton Becker	1,400	do	do	1,400 00	Army.
64	Benjamin W. Browne	1,400	do	do	1,400 00	Florida.
65	Mathew Bryan	1,400	do	do	1,400 00	Army.
66	Thaddeus S. Buchanan	1,400	do	do	1,400 00	Do.
67	Walter Cadman	1,400	do	do	1,400 00	District of Columbia.
68	Charles C. Casey	1,400	do	do	1,400 00	Pennsylvania.
69	Monroe G. Chew	1,400	do	do	1,400 00	Mississippi.
70	William E. Childs	1,400	do	do	1,400 00	Ohio.
71	William E. Covert	1,400	do	do	1,400 00	Kentucky.
72	William Crompton	1,400	do	do	1,400 00	Minnesota.
73	John H. Cutter	1,200	do	Apr. 20, 1884	465 93	Ohio.
		1,400	Apr. 21, 1884	Nov. 30, 1884	855 08	
					1,320 01	
74	William H. Degges	1,400	Dec. 1, 1883	do	1,400 00	Texas.
75	George M. Dowe	1,400	do	do	1,400 00	Army.
76	Horace W. Durnall	1,400	do	do	1,400 00	Pennsylvania.
77	Edward S. Fletcher	1,400	do	do	1,400 00	Do.
78	David Flynn	1,400	do	do	1,400 00	Army.
79	Gustav W. Furcron	1,400	do	do	1,400 00	Pennsylvania.
80	Adam Geib	1,400	do	do	1,400 00	New York.
81	Ira Gordon	1,400	do	do	1,400 00	Ohio.
82	William Guilford, jr	1,200	do	Sept. 6, 1884	921 75	Maryland.
		1,400	Sept. 7, 1884	Nov. 30, 1884	323 30	
					1,245 05	
83	Lewis W. Habercom	1,400	Dec. 1, 1883	do	986 74	Illinois.
84	Stephen C. Hanson	1,400	do	do	1,400 00	New York.
85	Robert W. Hardy	1,400	do	do	1,400 00	Iowa.
86	James D. Hendley	1,400	do	do	1,400 00	District of Columbia.
87	Alfred Hoss	1,400	do	do	1,400 00	Tennessee.
88	Thomas Hynes	1,200	do	May 6, 1884	518 68	Missouri.
		1,400	May 7, 1884	Nov. 30, 1884	793 53	
					1,312 21	
89	George H. Larcombe	1,400	Dec. 1, 1883	Apr. 20, 1884	544 92	District of Columbia.
90	Daniel E. Lattimore	1,400	do	Nov. 30, 1884	1,400 00	Indiana.
91	James S. McFarland	1,400	do	do	1,400 00	Pennsylvania.
92	Edwin K. McKeever	1,200	do	Nov. 18, 1884	1,159 79	Do.
		1,400	Nov. 19, 1884	Nov. 30, 1884	45 58	
					1,205 37	
93	William S. McPherson	1,400	Dec. 1, 1883	do	1,400 00	District of Columbia.
94	Stephen C. Miller	1,400	do	do	1,400 00	Minnesota.
95	Charles J. Moore	1,400	do	do	1,400 00	New York.
96	Wilhelm T. W. Moritz	1,400	do	do	1,400 00	Alabama.
97	Robert E. Morris	1,400	do	do	1,107 07	Illinois.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS 2—Continued.					
98	William C. Myers	$1,400	Dec. 1, 1883	Nov. 30, 1884	$1,400 00	Pennsylvania.
99	John Nesbitt	1,400	....do	....do	1,400 00	Army.
100	Isaac P. Noyes	1,400	....do	....do	1,400 00	Rhode Island.
101	Thomas O'Beirne	1,400	....do	....do	1,400 00	Army.
102	Paul Orpogan	1,400	....do	....do	1,400 00	South Carolina.
103	John L. Owens	1,200	....do	Apr. 20, 1884	465 93	Dist. of Columbia.
		1,400	Apr. 21, 1884	Nov. 30, 1884	855 08	
					1,321 01	
104	William Palmer	1,400	Dec. 1, 1883	....do	1,400 00	Army.
105	Wilson D. Palmer	1,400	....do	....do	1,400 00	New York.
106	Luther M. Penfield	1,400	....do	... do	1,400 00	Connecticut.
107	Charles A. Perkins	1,400	....do	....do	1,400 00	District of Columbia.
108	Peter Preuss	1,400	....do	....do	1,400 00	New York.
109	Walter Procter	1,400	.. do	....do	1,400 00	Navy.
110	Benjamin W. Reiss	1,400	....do	....do	1,400 00	District of Columbia.
111	James Richardson	1,400	... do	....do	1,400 00	Do.
112	Lewis H. Rose	1,400	....do	....do	1,400 00	New York.
113	William A. Ruess	1,400	....do	....do	1,400 00	Ohio.
114	Matthew Ryan	1,400	... do	....do	1,400 00	New York.
115	James W. St. Clair	1,400	....do	... do	1,400 00	District of Columbia.
116	James Taylor	1,400	....do	....do	1,400 00	Maryland.
117	James L. Taylor	1,400	...do	....do	1,400 00	Pennsylvania.
118	Charles H. Underwood	1,400	....do	....do	1,400 00	Do.
119	Michael E. Urell	1,400	....do	... do	1,400 00	New York.
120	Charles Watson	1,400	....do	....do	1,400 00	Massachusetts.
121	Charles F. Whiteley	1,400	....do	....do	1,400 00	Florida.
122	David H. Yount	1,400	....do	....do	1,400 00	Pennsylvania.
	CLASS 1.					
123	Charles Abert	1,200	....do	....do	1,200 00	Maryland.
124	Morris L. Ackerman	1,200	....do	.. do	1,200 00	New Jersey.
125	Mason P. Adams	1,200	....do	.. do	1,200 00	New York.
126	Arthur D. Addison	1,200	....do	....do	644 03	Maryland.
127	Isaac H. Allen	1,200	....do	....do	1,200 00	Illinois.
128	Addison F. Andrews	1,000	....do	Aug. 25, 1884	736 17	New York.
		1,200	Aug. 26, 1884	Oct. 7, 1884	140 22	
					876 39	
129	Osborn Ashley	1,200	Dec. 1, 1883	Nov. 30, 1884	1,200 00	Illinois.
130	Oliver M. Atwood	1,000	.. do	Feb. 29, 1884	248 84	Do.
		1,200	Mar. 1, 1884	Nov. 30, 1884	902 20	
					1,150 04	
131	William S. Ballard	1,200	Dec. 1, 1883	....do	1,200 00	New York.
132	Samuel P. Baines	1,200	....do	....do	1,200 00	Pennsylvania.
133	Charles R. Barker	1,200	...do	...do	1,200 00	Massachusetts.
134	George T. Baxter	1,200	....do	....do	1,189 13	New Jersey.
135	Seward S. Beach	1,000	.. do	July 29, 1884	662 80	Michigan.
		1,200	July 30, 1884	Nov. 30, 1884	405 43	
					1,068 23	
136	John J. Beard	1,200	Dec. 1, 1883	Oct. 22, 1884	1,071 74	Ohio.
137	James H. Bessling	1,000	....do	July 31, 1884	668 24	New York.
		1,200	Aug. 1, 1884	Nov. 30, 1884	392 39	
					1,060 63	
138	Michael M. Bleakmore	1,200	Dec. 1, 1883	May 18, 1884	558 24	Iowa.
139	Lorenzo D. Bond	1,200	....do	Nov. 30, 1884	1,200 00	District of Columbia.
140	William Bowles	1,000	...do	May 6, 1884	432 90	Army.
		1,200	May 7, 1884	Nov. 30, 1884	681 32	
					1,114 22	

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 1—Continued.					
141	Archibald Brown	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,200 00	New Jersey.
142	Edmund H. Brown	1,200	....do	....do	1,200 00	District of Columbia.
143	George W. Bunker	1,200	....do	do	1,200 00	Do.
144	Thomas W. Burke	1,200	....do	Dec. 31, 1883	100 00	Michigan.
145	Ward B. Burnett	1,200	....do	June 24, 1884	680 22	New York.
146	Mark Burnham	1,200	....do	Nov. 30, 1884	1,200 00	Ohio.
147	Hugh R. Butler	1,200	....do	....do	1,036 96	Indiana.
148	Thomas B. Buxton	1,200	....do	....do	1,200 00	New York.
149	Frederick G. Calvert	1,200	....do	....do	1,200 00	Maryland.
150	Raymond F. Cardella	1,200	....do	....do	1,200 00	District of Columbia.
151	Francis W. Carden	1,200	....do	....do	1,200 00	Iowa.
152	Elbridge G. Chapman	1,200	....do	....do	1,200 00	New York.
153	Peter C. Cheeks	1,000	....do	Jan. 22, 1884	114 44	Do.
		1,200	Jan. 23, 1884	Nov. 30, 1884	1,027 47	
					1,171 91	
154	Francis P. Cleary	1,200	Dec. 1, 1883	....do	1,200 00	Illinois.
155	Raleigh E. Colston	1,200	....do	... do	1,200 00	Virginia.
156	J. Warren Conard	1,200	....do	... do	1,200 00	Pennsylvania.
157	Charles C. Coombs	1,000	....do	Aug. 2, 1884	673 67	Missouri.
		1,200	Aug. 3, 1884	Nov. 30, 1884	392 39	
					1,066 06	
158	Reuben Cox	1,200	Dec. 1, 1883	....do	1,200 00	Kansas.
159	Frank B. Crosthwaite	1,200	....do	....do	1,200 00	Michigan.
160	George D. Cudlip	1,200	....do	....do	1,147 83	District of Columbia.
161	Frederick E. David	1,000	....do	June 30, 1884	584 00	Illinois.
		1,200	July 1, 1884	Nov. 30, 1884	500 00	
					1,084 00	
162	John B. Davidson	1,200	Dec. 1, 1883	....do	1,200 00	District of Columbia.
163	Daniel F. Dayhuff	1,200	....do	....do	1,193 18	Indiana.
164	George C. Deno	1,200	....do	....do	1,200 00	District of Columbia.
165	Bennet J. Denson	1,200	....do	....do	1,200 00	New York.
166	Addison Dent	1,200	....do	... do	1,200 00	District of Columbia.
167	James H. Dony	1,200	....do	....do	1,200 00	Nebraska.
168	Alanson S. Douglas	1,200	....do	....do	1,173 92	Vermont.
169	Burton T. Doyle	1,200	....do	....do	1,200 00	Tennessee.
170	Albert G. Drane	1,000	....do	Oct. 7, 1884	853 02	Georgia.
		1,200	Oct. 8, 1884	Nov. 30, 1884	177 17	
					1,030 19	
171	George F. Drew	1,200	Dec. 1, 1883	....do	1,200 00	Kansas.
172	William L. Drury	1,200	....do	....do	1,200 00	California.
173	John N. Ehle	1,200	....do	....do	1,200 00	Wisconsin.
174	Alexander Fairley	1,200	....do	....do	1,200 00	District of Columbia.
175	Neilson Falls	1,200	....do	....do	1,196 74	North Carolina.
176	Henry B. Fay	1,200	....do	....do	1,200 00	Maine.
177	John H. Filden	1,200	....do	....do	1,200 00	Michigan.
178	Roswell W. Fish	1,200	....do	....do	1,200 00	Connecticut.
179	Butler Fitch	1,000	....do	June 24, 1884	567 51	New York.
		1,200	June 25, 1884	Nov. 30, 1884	519 78	
					1,087 29	
180	Napoleon B. Fithian	1,200	Dec. 1, 1883	....do	1,200 00	Kansas.
181	Oscar Foote	1,200	....do	....do	1,196 74	Indiana.
182	Samuel W. Forrest	1,200	....do	....do	1,200 00	Do.
183	Alfred French	1,200	....do	... do	1,200 00	Ohio.
184	Alpheus P. French	1,200	....do	....do	1,200 00	Alabama.
185	T. Fulton Gantt	1,200	....do	....do	1,200 00	Nebraska.
186	Alfred H. Gawler	1,200	....do	....do	1,200 00	District of Columbia.
187	Julius Georgii	1,200	....do	July 29, 1884	794 57	Minnesota.
188	Richard H Gilliam	1,200	....do	Nov. 30, 1884	1,151 09	Virginia.
189	William R. Goodman	1,200	....do	....do	1,200 00	Maryland.
190	Leonard K. Graves	1,200	....do	....do	1,111 79	New Hampshire.
191	Charles H. Green	1,200	....do	....do	1,200 00	Illinois.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 1—Continued.					
192	Francis P. Hallowell	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,200 00	Kansas.
193	Thomas B. Hardin, jr	1,200	do	do	1,200 00	Kentucky.
194	Robert J. Harlan	1,200	do	do	1,196 74	Do.
195	John A. Hasson	1,200	do	do	1,200 00	Delaware.
196	Isaac Hawling	1,200	do	do	1,200 00	Virginia.
197	George Henderson	1,200	do	do	1,200 00	West Virginia.
198	George W. Henley	1,200	do	do	1,200 00	Indiana.
199	William D. Henry	1,200	do	do	1,200 00	Virginia.
200	James T. Hensley	1,000	do	June 16, 1884	545 54	Ohio.
		1,200	June 17, 1884	Nov. 30, 1884	546 15	
					1,091 69	
201	Joseph Hertford	1,200	Dec. 1, 1883	Nov. 19, 1884	1,163 05	Illinois.
202	James W. Hester	1,200	do	Nov. 30, 1884	1,200 00	District of Columbia.
203	William W. Hibbard	1,200	do	do	1,200 00	New York.
204	Thomas B. Higgins	1,200	do	do	1,196 74	District of Columbia.
205	Rupert G. Hill	1,200	do	June 16, 1884	653 85	California.
206	Samuel N. Hilton	1,200	do	Nov. 30, 1884	1,200 00	Arkansas.
207	Marion F. Holderman	1,000	do	Feb. 17, 1884	215 86	Illinois.
		1,200	Feb. 18, 1884	Nov. 30, 1884	941 76	
					1,157 62	
208	William F. Horton	1,200	Dec. 1, 1883	do	1,200 00	Connecticut.
209	William S. Houghton	1,200	do	do	1,200 00	Massachusetts.
210	James H. Howard	1,200	do	do	1,200 00	Maryland.
211	Henry W. Hurley	1,200	do	do	1,200 00	Missouri.
212	Thomas Jewell	1,200	do	do	1,200 00	Virginia.
213	J. Scott Johnson	1,200	do	do	1,200 00	Kentucky.
214	Joseph Jouv	1,200	do	do	1,200 00	Illinois.
215	Charles M. Kalloch	1,200	do	do	1,200 00	Maine.
216	Andrew Kalstrom	1,200	do	do	1,134 79	Illinois.
217	Joseph J. Kearney	1,400	do	Nov. 18, 1884	1,354 41	Illinois.
		1,200	Nov. 19, 1884	Nov. 30, 1884	40 22	
					1,394 63	
218	James V. Kearny	1,200	Dec. 1, 1883	do	1,200 00	Do.
219	George E. Kelley	1,200	do	do	1,200 00	Massachusetts.
220	Patrick M. Kelly	1,000	do	Sept. 6, 1884	768 78	West Virginia.
		1,200	Sept. 7, 1884	Nov. 30, 1884	278 26	
					1,047 04	
221	Pierre M. Kennerly	1,200	Dec. 1, 1883	do	1,190 22	Texas.
222	Nathaniel E. King	1,200	do	Mar. 14, 1884	340 69	Kentucky.
223	Frederick Knoop	1,200	do	Nov. 30, 1884	1,200 00	District of Columbia.
224	William Fay Knox	1,200	do	do	1,200 00	Colorado.
225	J. Melvin Lamb	1,200	Jan. 1, 1884	do	1,093 48	Pennsylvania.
226	Winborn Lawton	1,400	Dec. 1, 1883	Apr. 20, 1884	544 92	South Carolina.
		1,200	Apr. 21, 1884	Nov. 30, 1884	634 07	
					1,178 99	
227	William M. Lay	1,200	Dec. 1, 1883	do	1,200 00	Maryland.
228	George A. Leech	1,200	do	Aug. 25, 1884	882 61	Iowa.
229	Thomas H. Lewis	1,200	do	Nov. 30, 1884	1,200 00	Nevada.
230	J. McLean Lipscomb	1,200	do	do	1,200 00	Virginia.
231	Frederick B. Loftus	1,200	do	do	1,200 00	New York.
232	Philander Lucas	1,200	do	do	1,200 00	Kansas.
233	William C. McCauslen	1,200	do	do	1,200 00	Ohio.
234	John H. McCormick	1,200	do	do	1,190 22	Illinois.
235	Harry M. McNeal	1,200	do	do	1,200 00	Do.
236	William H. J. Malvin	1,000	do	May 18, 1884	465 87	Ohio.
		1,200	May 19, 1884	Nov. 30, 1884	641 76	
					1,107 63	

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 1—Continued.					
237	John N. Manning	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,200 00	Ohio.
238	Frank Martin	1,200	....do	....do	1,200 00	South Carolina.
239	John C. Maxwell	1,000	....do	Apr. 20, 1884	388 95	New York.
		1,200	Apr. 21, 1884	Nov. 30, 1884	734 07	
					1,123 02	
240	Christopher Mead	1,200	Dec. 1, 1883	....do	1,200 00	Massachusetts.
241	Silas Merchant	1,200	.. do	....do	1,200 00	New Jersey.
242	Charles R. Miller	1,200	....do	....do	1,200 00	Ohio.
243	Jacob G. Moore	1,200	....do	....do	1,200 00	District of Columbia.
244	John N. Moulder	1,200	....do	Aug. 2, 1884	804 35	Pennsylvania.
245	Samuel A. Muhleman	1,200	....do	Nov. 30, 1884	1,200 00	West Virginia.
246	Frank D. Neale	1,200	....do	... do	1,200 00	Wisconsin.
247	William H. Neill	1,200	....do	....do	1,200 00	Maryland.
248	Joshua Nicholls	1,200	.. do	....do	1,137 36	Georgia.
249	Edward McC. Noel	1,200	....do	....do	1,200 00	Missouri.
250	Charles C. Noonan	1,200	....do	....do	1,200 00	New York.
251	John H. D Nordeman	1,200	....do	....do	1,200 00	Illinois.
252	Charles A. Norton	1,200	....do	....do	1,200 00	Maine.
253	Herbert E. Noteman	1,200	....do	....do	1,200 00	Kansas.
254	Patrick O'Hagan	1,200	....do	....do	1,200 00	District of Columbia.
255	William H. Outlaw	1,200	....do	....do	1,200 00	North Carolina.
256	Charles H. Pennington	1,200	....do	....do	1,200 00	Texas.
257	Charles W. Petersen	1,200	....do	....do	1,200 00	District of Columbia.
258	James S. Phelps	1,200	....do	....do	1,200 00	Vermont.
259	John W. Phillips	1,200	....do	....do	1,200 00	Illinois.
260	Horace Piper	1,200	....do	....do	1,200 00	Maine.
261	Allen W Prather	1,200	....do	... do	1,200 00	Indiana.
262	Edward G. Randall	1,200	....do	....do	1,200 00	Pennsylvania.
263	John L. Rea	1,200	....do	....do	1,200 00	Ohio.
264	John F. Reardon	1,200	....do	....do	1,200 00	Do.
265	James L. Rhodes	1,200	....do	....do	1,200 00	Indiana.
266	Alphonso P. Rogers	1,200	....do	....do	1,200 00	Minnesota.
267	David W. Ronsaville	1,200	...do	....do	1,200 00	Maryland.
268	Henry N. Rothery	1,200	....do	....do	1,200 00	New York.
269	George C. Samson	1,200	....do	... do	1,200 00	District of Columbia.
270	James W. Sands	1,200	....do	....do	1,200 00	Ohio.
271	Arthur Schatz	1,000	....do	Sept. 30, 1884	834 00	Missouri.
		1,200	Oct. 1, 1884	Nov. 30, 1884	200 00	
					1,034 00	
272	Herman J. Schulteis	1,200	Dec. 1, 1883	....do	1,200 00	Wisconsin.
273	Martin Slough	1,200	....do	June 30, 1884	696 70	Ohio.
274	Harry J. Smith	1,200	....do	Feb. 17, 1884	258 24	District of Columbia.
275	George W. Smoot	1,200	...do	Nov. 30, 1884	1,200 00	Maryland.
276	Edgar Speiden	1,200	....do	....do	1,200 00	District of Columbia.
277	Wilbur V. K. Spencer	1,200	....do	....do	1,200 00	Kansas.
278	Reinhold Springsguth	1,200	....do	....do	1,200 00	New York.
279	Henry S Stevens	1,200	....do	....do	1,200 00	Connecticut.
280	Pierre C. Stevens	1,200	....do	....do	1,200 00	Pennsylvania.
281	James M. Stewart	1,200	....do	....do	1,200 00	Massachusetts.
282	David G. Struble	1,000	....do	Oct. 22, 1884	858 07	Michigan.
		1,200	Oct. 23, 1884	Nov. 30, 1884	128 26	
					986 33	
283	Edwin H. Tabler	1,200	Dec. 1, 1883	... do	1,200 00	District of Columbia.
284	George H. Taggard	1,200	....do	...do	1,200 00	New Hampshire.
285	Oliver P. Temple	1,200	....do	...do	1,196 74	Tennessee.
286	George P. Tenny	1,200	...do	....do	1,200 00	New Hampshire.
287	Frank W. Test	1,200	.. do	...do	1,200 00	Illinois.
288	Bertis B. Thompson	1,200	....do	.. do	1,200 00	Indiana.
289	Hugh W. Throckmorton	1,200	....do	...do	1,200 00	Virginia.
290	Joseph M. Toland	1,200	....do	Mar. 12, 1884	337 36	Pennsylvania.
291	Richard S. Trapier	1,200	....do	Nov. 30, 1884	1,200 00	District of Columbia.
292	Decatur B. Treadway	1,200	....do	...do	1,200 00	Kentucky.
293	George M. Trimble	1,200	....do	....do	1,193 48	Illinois.
294	Charles Trought	1,200	....do	...do	1,200 00	Army.
295	Henry C. Upperman	1,000	...do	Mar. 12, 1884	281 81	Maryland.
		1,200	Mar. 13, 1884	Nov. 30, 1884	862 64	
					1,144 45	

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 1—Continued.					
296	John A. Van Doren.....	$1,200	Dec. 1, 1884	Nov. 30, 1884	$1,200 00	Indiana.
297	Alexander C. Varela.....	1,000 1,200	....do ..... Mar. 15, 1884	Mar. 14, 1884 Nov. 30, 1884	247 30 856 04	California.
					1,103 34	
298	Pascal W. Vasser.....	1,200	Dec. 1, 1883	....do	1,200 00	Mississippi.
299	John J. Veazie	1,200	....do	... do	1,200 00	Do
300	George C. Videto	1,200	.. do	....do	1,193 48	Pennsylvania.
301	James A. Wagner	1,200	.. do	....do	1,200 00	Illinois.
302	Thomas Walker	1,200	....do	... do	1,200 00	Alabama.
303	John C. Wall	1,200	.. do	Jan. 22, 1884	172 53	New York.
304	Eugene Wells	1,200	.. do	Nov. 30, 1884	1,200 00	Missouri.
305	J. M. R. Welsh	1,200	do	....do	1,200 00	District of Columbia.
306	William C. Whitney.....	1,200	.. do	....do	1,200 00	Do.
307	George A. Wight	1,200	....do	....do	1,200 00	Maine.
308	Cornelius C. Willett	1,200	do	....do	1,200 00	New York.
309	Spencer J. Willis.....	1,200	....do	....do	1,200 00	Minnesota.
310	Theodore F. Willsey.	1,200	.. do	Aug. 30, 1884	800 00	California.
311	James M. Wineberger....	1,200	Nov. 20, 1884	Nov. 30, 1884	36 96	Virginia.
	CLASS C.					
312	Edward Allen	1,000	Dec. 1, 1883	... do	1,000 00	Connecticut.
313	Frederick Arbuckle	1,000	....do	....do	1,000 00	District of Columbia.
314	Edwin R. Bagby.....	1,000	do	....do	1,000 00	Indiana.
315	Robert M. Bagby	1,000	....do	....do	1,000 00	Virginia.
316	Solomon E Baker	1,000	....do	....do	1,000 00	Kentucky.
317	Alexander C. Black	1,000	....do	....do	1,000 00	Indiana.
318	David H. P. Brown	1,000	.. do	....do	1,000 00	Missouri.
319	George Burgess	1,000	....do	Nov. 15, 1884	959 00	New York.
320	Andrew N. Canfield	1,000	....do	Nov. 30, 1884	1,000 00	Iowa.
321	Thomas T. Carson	1,000	.. do	do	1,000 00	Tennessee.
322	W. M. Chaplain	1,000	....do	....do	1,000 00	North Carolina.
323	George W. Chase	1,000	do	....do	1,000 00	Rhode Island.
324	James C. Churchill	1,000	Mar. 29, 1884	Oct. 14, 1884	546 28	New Mexico.
325	William H. Copeman	1,000	Apr. 24, 1884	Nov. 30, 1884	602 81	Tennessee.
326	Frank W. M. Cutcheon....	1,000	Feb. 13, 1884	July 23, 1884	444 36	Michigan.
327	J. Madison Cutts	1,000	Dec. 1, 1883	Nov. 30, 1884	1,000 00	District of Columbia.
328	Thomas B. Dapray.....	1,000	....do	....do	1,000 00	South Carolina.
329	Charles A. Darling	1,000	....do	....do	1,000 00	Do.
330	Charles W. Dietrich	1,000	....do	....do	1,000 00	Ohio.
331	Richard J. Donnelly.....	1,000	....do	....do	1,000 00	Missouri.
332	Matthew Duckworth	1,000	... do	....do	1,000 00	Indiana.
333	Stephen Duncan	1,000	....do	....do	1,000 00	California.
334	John D. Dunwiddie	1,000	....do	....do	1,000 00	Wisconsin.
335	Jacob J. Elias	1,000	...do	....do	1,000 00	Georgia.
336	J. LeRoy Farden	1,000	... do	Feb. 14, 1884	207 62	Alabama.
337	Homer Fellows	1,000	....do	Nov. 30, 1884	1,000 00	Missouri.
338	Eugene A. Fields..... ..	1,000	....do	....do	1,000 00	Illinois.
339	Morris G. Fitch.....	1,000	....do	Nov. 17, 1884	917 76	New Hampshire.
340	Walter H. Foss.....	1,000	....do	Nov. 30, 1884	1,000 00	Do.
341	Matthew Gering.....	1,200 1,100	....do ..... Mar. 1, 1884	Feb. 29, 1884 Nov. 30, 1884	292 37 748 44	Dakota.
					1,040 81	
342	Albert S. Grandy..... ...	1,000	Mar. 6, 1884	....do	737 43	North Carolina.
343	George W. Hall.....	1,000	Apr. 1, 1884	June 30, 1884	181 32	Minnesota.
344	Isaac N. Hammer	1,000	Dec. 1, 1883	Nov. 30, 1884	1,000 00	Tennessee.
345	Charles Hammond.....	1,000	....do	....do	1,000 00	New York.
346	George E. Harriss	1,000	....do	....do	1,000 00	Alabama.
347	John George Hertwig.....	1,000	....do	....do	997 28	Missouri.
348	John F. Hinman jr..... ..	1,000	....do	Sept. 2, 1884	709 24	Michigan.
349	Edward B. Holt	1,000	....do	Nov. 30, 1884	1,000 00	New Hampshire.
350	Ernest Holtzman	1,000	....do	....do	1,000 00	District of Columbia.
351	Harry A. Hullfish	1,000	....do	....do	1,000 00	New Jersey.
352	Jacob Jacobson.....	1,000	....do	....do	1,000 00	Ohio.
353	Anderson L. Jenkins	1,000	....do	Sept. 19, 1884	260 36	California.
354	Edwin R. Johnson.....	1,000	...do	Nov. 30, 1884	997 28	Rhode Island.
355	Howard M. Kelley	1,000	....do	....do	1,000 00	New Jersey.
356	Denis M. Kennedy	1,000	....do	....do	1,000 00	Do.
357	George Lawrence	1,000	...do	....do	975 54	Ohio.
358	Joseph C. Lay	1,000	...do	....do	1,000 00	Maryland.
359	William J. Leib	1,000	....do	...do	1,000 00	District of Columbia.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS C—Continued.					
360	John D. Leonard	$1,000	Dec. 1, 1883	Nov. 30, 1884	$1,000 00	District of Columbia.
361	Patrick McEneany	1,000	do	do	1,000 00	Kansas.
362	T. Bruce McFalls	1,200	do	July 31, 1884	801 09	Dist. of Columbia.
		1,000	Aug. 1, 1884	Oct. 15, 1884	46 19	
					847 28	
363	Freeman H. M. Murray	1,000	Jan. 3, 1884	Nov. 30, 1884	910 51	Ohio.
364	John R. Neely	1,000	Feb. 15, 1884	do	792 37	Illinois.
365	Burrows Nelson	1,000	Dec. 1, 1883	do	1,000 00	West Virginia.
366	Nathaniel Nesbitt	1,000	do	do	1,000 00	Alabama.
367	Frederick K. Nichols	1,000	do	do	1,000 00	Vermont.
368	Albert M. Noyes	1,000	do	do	1,000 00	District of Columbia.
369	George F. Noyes	1,000	do	June 17, 1884	548 28	Maine.
370	William Overbeck	1,000	do	Nov. 30, 1884	1,000 00	Michigan.
371	Frank D. Owings	1,000	do	June 30, 1884	578 51	Tennessee.
372	Runnion M. Patrick	1,000	do	Nov. 30, 1884	1,000 00	New York.
373	Louis H. Perley	1,000	do	do	1,000 00	Illinois.
374	John S. Poler	1,000	do	do	1,000 00	New York.
375	Charles G. Powell	1,000	do	do	1,000 00	Indiana.
376	Mahlon Pursell	1,000	do	do	1,000 00	Virginia.
377	Carlos B. Randall	1,000	do	do	1,000 00	Wisconsin.
378	Charles K. Remsberg	1,000	do	do	972 83	Maryland.
379	William B. Renner	1,000	do	do	1,000 00	District of Columbia.
380	Jacob H. Richardson	1,000	do	do	978 26	Ohio.
381	Z. Howe Ripley	1,000	do	do	1,000 00	Michigan.
382	Enos T. Rochester	1,000	do	do	1,000 00	New York.
383	Charles B. Sayer	1,000	do	do	1,000 00	Pennsylvania.
384	John C. Scofield	1,000	June 3, 1884	do	492 92	Georgia.
385	Joseph S. F. Sessford	1,000	Dec. 1, 1883	do	1,000 00	District of Columbia.
386	Clarence F. Small	1,000	do	do	1,000 00	Ohio.
387	George M. Smith	1,000	do	July 7, 1884	603 02	Maryland.
388	John W. Sowden	1,000	do	Nov. 30, 1884	1,000 00	Michigan.
389	Richard M. Sparks	1,000	do	do	1,000 00	District of Columbia.
390	William C. Spencer	1,000	do	do	1,000 00	Maryland.
391	James T. Sprightley	1,000	do	do	1,000 00	Colorado.
392	Abram F. Springsteen	1,000	do	Nov. 16, 1884	961 72	Indiana.
393	John P. Stout	1,000	do	Nov. 30, 1884	1,000 00	Ohio.
394	A. Murat Strong	1,000	do	Sept. 3, 1884	760 63	Pennsylvania.
395	Charles E. Sumner	1,000	do	June 24, 1884	567 51	Michigan.
396	Austin C. Sweet	1,000	do	Nov. 30, 1884	961 78	California.
397	Hugh L. Taylor	1,000	do	do	1,000 00	Tennessee.
398	Orville D. Thatcher	1,000	do	Sept. 21, 1884	809 55	Minnesota.
399	Wilson H. Thompson	1,000	do	Nov. 30, 1884	1,000 00	Virginia.
400	Jesse W. Underwood	1,000	do	do	1,000 00	Illinois.
401	Henry von der Tann	1,000	do	do	1,000 00	Dakota.
402	Bernard Wagner	1,000	do	do	1,000 00	Indiana.
403	Samuel S. H. Washington	1,000	do	do	1,000 00	South Carolina.
404	Thornton A. Washington	1,000	do	Mar. 16, 1884	292 80	Texas.
405	George W. Weed	1,000	do	Nov. 30, 1884	1,000 00	Ohio.
406	Edwin A. Welsh	1,000	do	do	1,000 00	Kentucky.
407	Seymour G. Wilson	1,000	do	May 13, 1884	452 13	Illinois.
408	James M. Wimmer	1,000	do	Nov. 19, 1884	969 87	Indiana.
409	John C. Winn	1,000	July 24, 1884	Nov. 30, 1884	353 50	District of Columbia.
410	Harry H. Wyeth	1,000	Dec. 1, 1883	do	1,000 00	Maryland.
411	Robert W. Young	1,000	do	do	1,000 00	Wyoming.
	CLASS 3.					
	Anatomist.					
412	Ernest F. Schafhirt	1,600	Dec. 1, 1883	Mar. 31, 1884	534 00	Pennsylvania.
413	Jacob L. Wortman	1,600	Apr. 1, 1884	Nov. 30, 1884	1,066 00	Do.
	CLASS 2.					
	Engineer.					
414	William B. Kimball	1,400	Dec. 1, 1883	do	1,400 00	Connecticut.
	Assistant Messengers.					
415	John M. Ashfield	660	do	May 17, 1884	305 22	Ohio.
		720	May 18, 1884	Nov. 30, 1884	387 03	
					692 25	

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 2—Continued.					
	Assistant Messengers—Continued.					
416	Edward Atkins	$720	Dec. 1, 1883	Nov. 30, 1884	$720 00	Tennessee.
417	Samuel Bryant	720	....do	....do	720 00	District of Columbia.
418	Michael Duffy	720	....do	....do	720 00	New York.
419	William T. S. Duvall	720	May 16, 1884	May 17, 1884	3 96	California.
420	John Fogarty	720	Dec. 1, 1883	Nov. 30, 1884	720 00	Army.
421	Martin Gannon	720	....do	....do	720 00	Do.
422	Nicholas Gilroy	720	....do	....do	720 00	Rhode Island.
423	James Greenfield	720	....do	....do	720 00	District of Columbia.
424	John J. Hanlon	720	....do	....do	720 00	New York.
425	Joseph P. Harris	720	....do	....do	720 00	District of Columbia.
426	James R. Harris	720	....do	....do	720 00	Mississippi.
427	James Hess	720	.. do	....do	720 00	Maryland.
428	Eli Jackson	720	....do	....do	720 00	District of Columbia.
429	James H. Murphy	720	....do	....do	720 00	Massachusetts.
430	Richard Osborne	720	....do	.. do	720 00	Virginia.
431	Joshua Parker	720	....do	....do	720 00	Delaware.
432	James H. Shepard	720	....do	May 15, 1884	329 01	California.
433	William G. Silence	720	....do	Nov. 30, 1884	720 00	District of Columbia.
434	Aaron Stern	720	....do	... do	720 00	Army.
	Watchmen.					
435	John G. Burkhart	720	....do	....do	720 00	District of Columbia.
436	John Crawford	720	... do	....do	720 00	New Jersey.
437	Theobald Frech	720	....do	....do	720 00	New York.
438	Patrick Hallern	720	....do	....do	720 00	District of Columbia.
439	William McCoy	720	....do	.. do	720 00	Pennsylvania.
440	John C. Mack	720	....do	....do	714 13	Do.
441	Frederick Neujahr	720	....do	....do	720 00	Missouri.
442	John Welch	720	....do	....do	718 04	Maine.
	Laborers.					
443	Thomas Adams	660	....do	....do	660 00	District of Columbia.
444	William Barnes	660	....do	....do	660 00	Missouri.
445	John F. Cody	660	....do	....do	660 00	Pennsylvania.
446	Jeremiah Collins	660	....do	....do	660 00	New York.
447	Morris Downs	660	....do	....do	660 00	Do.
448	William Green	660	....do	....do	660 00	District of Columbia.
449	George Hearns	660	....do	....do	660 00	Do.
450	Carl Krause	660	....do	Sept. 12, 1884	517 72	Do.
451	Cornelius Morgan	660	....do	Nov. 30, 1884	660 00	Virginia.
452	Thomas Morley	660	May 28, 1884	....do	336 00	Do.
453	William Myers	360	Dec. 1, 1883	Sept. 12, 1884	282 40	Dist. of Columbia.
		660	Sept. 13, 1884	Nov. 30, 1884	142 28	
					424 68	
454	Henry Schmidt	660	Dec. 1, 1883	....do	660 00	New York.
455	Patrick Sweeney	660	... do	....do	660 00	District of Columbia.
456	J. Thomas Taylor	660	... do	Aug. 15, 1884	467 50	Pennsylvania.
457	Peter Thomas	660	....do	Nov. 30, 1884	660 00	Virginia.
458	Thomas B. Warrick	660	....do	....do	656 42	Do.
459	R. B. Wilson	660	Aug. 16, 1884	....do	192 49	Maryland.
	Superintendent of Building on Tenth street.					
460	Alfred H. Gawler	250	Dec. 1, 1883	....do	250 00	District of Columbia.
	Superintendent of Building.					
461	John Wilson	250	....do	....do	250 00	Army.

Statement showing the names, compensation, &c., of clerks, messengers, laborers, and watchmen employed in the office of the Paymaster-General from December 1, 1883, *to November* 30, 1884.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS B.					
	Chief Clerk.					
1	G. D. Hanson	$2,000	Dec. 1, 1883	Nov. 30, 1884	$2,000 00	District of Columbia.
	CLASS 4.					
2	William T. Kent	1,800	....do	....do	1,800 00	Pennsylvania.
3	W. G. Newton	1,800	.. do	....do	1,800 00	Ohio.
4	T. M. Exley	1,800	....do	....do	1,800 00	Massachusetts.
5	M. M. Bartlett	1,800	....do	.. do	1,800 00	New Hampshire.
6	B. P. Murray	1,800	....do	....do	1,800 00	New York.
7	A. P. Eastman	1,800	....do	....do	1,800 00	Massachusetts.
	CLASS 3.					
8	A. P. Dunlap	1,600	....do	....do	1,600 00	New York.
9	E. Goodrich	1,600	....do	....do	1,600 00	Ohio.
10	J. A. Sterling	1,600	....do	.. do	1,600 00	Do.
11	Z. S Buckler	1,600	....do	....do	1,600 00	Maryland.
12	William H. Harrison	1,600	... do	....do	1,600 00	Do.
13	James P. Pearson	1,600	....do	....do	1,600 00	New Hampshire.
14	A. M. Salmon	1,600	....do	....do	1,600 00	New Jersey.
	CLASS 2.					
15	C. F. Cobb	1,400	....do	.. do	1,400 00	Maryland.
16	F. I. Willis	1,400	....do	....do	1,400 00	New York.
17	George Hickenlooper	1,400	....do	.. do	1,400 00	Iowa.
18	James B. Royce	1,400	....do	....do	1,400 00	Vermont.
19	J. L. H. Winfield	1,400	... do	....do	1,400 00	New York.
20	J. B. Diver	1,400	....do	....do	1,400 00	Do.
21	Samuel E. Thomason	1,400	....do	....do	1,400 00	Do.
22	Thomas J. MacNamee	1,400	....do	.. do	1,400 00	Massachusetts.
23	E. L. Stone	1,400	....do	... do	1,000 00	District of Columbia.
24	Allen Wright	1,400	....do	....do	1,000 00	Vermont.
25	William Webb	1,400	....do	....do	1,400 00	Connecticut.
26	John W. Moore	1,400	....do	....do	1,400 00	Pennsylvania.
	CLASS 1.					
27	Fred. Thomson	1,200	....do	....do	1,200 00	Army.
28	S. J. Dewey	1,200	... do	....do	1,200 00	New York.
29	Edwin Frey	1,200	....do	... do	1,200 00	West Virginia.
30	William I. Wolfley	1,200	....do	....do	1,200 00	Ohio.
31	A. D. Kerr	1,200	....do	... do	1,200 00	Maryland.
32	R. Kingsman	1,200	....do	....do	1,200 00	Indiana.
33	Robert Hervey	1,200	....do	... do	1,200 00	Ohio.
34	J. M. Knowles	1,200	....do	....do	1,200 00	District of Columbia.
35	Daniel Shannon	1,200	....do	....do	1,200 00	Do.
	CLASS C.					
36	E. W. Moore	1,000	....do	....do	1,000 00	Pennsylvania.
37	O. B. Lester	1,000	....do	....do	1,000 00	Illinois.
38	F. W. Bird[1]	1,000	....do	... do	972 62	Massachusets.
39	John T. Hall[2]	1,000	....do	Aug. 31, 1884	752 48	Michigan.
40	Mahlon MacMurphy[3]	1,000	Sept. 20, 1884	Nov. 30, 1884	195 89	Kentucky.
	Assistant Messenger.					
41	William Kearney[4]	720	Dec. 1, 1883	....do	714 13	Ohio.
	Watchmen.					
42	Charles Brannan	720	....do	....do	720 00	District of Columbia.
43	F. Armstrong	720	....do	....do	720 00	Do.
44	John Davis	720	....do	....do	720 00	Do.
45	M. B. Buckley	720	....do	....do	720 00	Do.

[1] Absent on leave 10 days without pay.
[2] Resigned August 31, 1884.
[3] Appointed September 20, 1884.
[4] Absent on leave 3 days without pay.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS C—Continued.					
	Watchmen—Continued.					
46	W. H. Harrison	$720	Dec. 1, 1883	Nov. 30, 1884	$720 00	District of Columbia.
47	T. T. Lane	720	do	do	720 00	Do.
48	James Loveless	720	do	do	720 00	Do.
	Laborers.					
49	Chr. Kaufman	660	do	do	660 00	Do.
50	Wallace Grant	660	do	do	660 00	Do.
51	F. K. Petty	660	do	do	660 00	Do.
52	Patrick Carpenter	660	do	do	660 00	Do.
53	J. H. Leighter	660	do	do	660 00	Do.
	Superintendent of Building.					
54	William T. Kent	250	do	do	250 00	Pennsylvania.

Statement showing names, compensation, &c., of clerks, messengers, and laborers employed in the office of the Chief of Engineers, United States Army, from December 1, 1883, *to November* 30, 1884.

	CLASS B.					
	Chief Clerk.					
1	William J. Warren	$2,000	Dec. 1, 1883	Nov. 30, 1884	$2,000 00	New York.
	CLASS 4.					
2	George T. Woodward	1,800	do	do	1,800 00	District of Columbia.
3	William A. Anderson	1,800	do	do	1,800 00	Indiana.
4	Phineas J. Dempsey	1,800	do	do	1,800 00	Virginia.
5	Charles G. Love	1,800	do	do	1,800 00	New York.
	CLASS 3.					
6	James Eveleth	1,600	do	do	1,600 00	Virginia.
7	Fred. J. Willoughby	1,600	do	do	1,600 00	New Hampshire.
	CLASS 2.					
8	Waldemar Jansen	1,400	do	do	1,400 00	New York.
9	John M. Jewell	1,400	do	do	1,400 00	Mississippi.
10	Marion T. Anderson	1,400	do	do	1,400 00	Iowa.
	CLASS 1.					
11	John J. Barnard	1,200	do	do	1,200 00	District of Columbia.
12	Henry E. Smith	1,200	do	do	1,200 00	Ohio.
13	Joseph S. Moss[1]	1,200	do	do	1,196 74	Vermont.
	CLASS C.					
14	William M. Davis	1,000	do	Aug. 31, 1884	752 48	District of Columbia.
15	Samuel R. Kiner	1,000	Oct. 15, 1884	Nov. 30, 1884	127 96	Illinois.
	Assistant Messenger.					
16	James A. D. Green	720	Dec. 1, 1883	do	720 00	District of Columbia.
	Laborers.					
17	Fred. C. Hartmann	660	do	do	660 00	Do.
18	Charles W. Franklin	660	do	do	660 00	Do.

[1] Absent 1 day in excess of 30 days' leave.

List of persons employed in the office of the Chief of Engineers, showing the amount paid to each to November 30, 1881, inclusive, to carry into effect the various appropriations for rivers and harbors, fortifications and surveys of military defenses.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS A.					
	Assistant Engineers.					
1	Thomas J. Lee	$4,200	Dec. 1, 1883	Nov. 30, 1884	$4,200 00	District of Columbia.
2	Richard W. Burgess	3,600	....do	....do	3,600 00	Do.
	Draughtsman.					
3	William W. Winship	1,800	...do	July 31, 1884	1,200 00	Do.
		2,100	Aug. 1, 1884	Nov. 30, 1884	700 00	
					1,900 00	
	CLASS 4.					
	Draughtsmen.					
4	John Ober	1,800	Dec. 1, 1883	....do	1,800 00	Do.
5	Dennis Callahan	1,800	....do	....do	1,800 00	Maryland.
6	John S. Winship	1,800	....do	....do	1,800 00	District of Columbia.
7	Charles G. Krebs	1,800	....do	....do	1,800 00	Maryland.
8	John E. Weyss	1,800	Jan. 23, 1884	....do	1,540 00	
	CLASS 3.					
	Clerk.					
9	Waverly D. Drinkard	1,200	Dec. 1, 1883	Feb. 29, 1884	300 00	Dist. of Columbia.
		1,400	Mar. 1, 1884	Sept. 30, 1884	816 68	
		1,600	Oct. 1, 1884	Nov. 30, 1884	266 66	
					1,383 34	
	CLASS 2.					
	Draughtsman.					
10	Martin Altschuh	1,400	Dec. 1, 1883	....do	1,400 00	Pennsylvania.
	Clerks.					
11	George C. Thomas	1,400	....do	....do	1,400 00	District of Columbia.
12	Samuel M. Marsh	1,400	....do	....do	1,400 00	Pennsylvania.
13	William B. Johns	1,400	....do	....do	1,400 00	District of Columbia.
14	Henry A. Curtis	1,400	....do	....do	1,400 00	Vermont.
15	Sacket Duryee	1,400	....do	...do	1,400 00	Virginia.
16	Henry B. King	1,400	....do	....do	1,400 00	Missouri.
17	Henry E. Randall[1]	1,400	....do	Dec. 31, 1883	105 01	Minnesota.
18	Mirand W. Saxton	1,400	....do	Nov. 30, 1884	1,400 00	Massachusetts.
19	James A. Edgar	1,080	....do	Dec. 31, 1883	90 00	Pennsylvania.
		1,400	Jan. 1, 1884	Nov. 30, 1884	1,283 32	
					1,373 32	
20	J. Hanson Price	1,200	Dec. 1, 1883	Feb. 29, 1884	300 00	Virginia.
		1,400	Mar. 1, 1884	Nov. 30, 1884	1,050 00	
					1,350 00	
21	John C. S. Burger[2]	1,200	Dec. 1, 1883	Mar. 31, 1884	400 00	Dist. of Columbia.
		1,400	Apr. 1, 1884	Nov. 30, 1884	929 44	
					1,329 44	
22	August Schausten	1,200	Dec. 1, 1883	Aug. 31, 1884	900 00	Indiana.
		1,400	Sept. 1, 1884	Nov. 30, 1884	349 98	
					1,249 98	

[1] Absent 3 days in excess of leave of absence for 30 days.
[2] Absent 1 day in excess of leave of absence for 30 days.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS 1.					
	Draughtsmen.					
23	Joel A. R. Mechlin.....	$1,200	Dec. 1, 1883	Nov. 30, 1884	$1,200 00	District of Columbia.
24	Franz von Schilling	1,080	....do	Nov. 16, 1884	1,038 00	Virginia.
		1,200	Nov. 17, 1884	Nov. 30, 1884	46 66	
					1,084 66	
25	Albert N. Oder	1,080	Dec. 1, 1883	Nov. 16, 1884	1,038 00	Dist. of Columbia.
		1,200	Nov. 17, 1884	Nov. 30, 1884	46 66	
					1,084 66	
	Clerks.					
26	Albert Grimes.....	1,200	Dec. 1, 1883	....do	1,200 00	Do.
27	William H. Watson.....	1,220	....do	....do	1,200 00	Maryland.
28	Lucian Garner.....	1,080	....do	Dec. 31, 1883	90 00	Dist. of Columbia.
		1,200	Jan. 1, 1884	Nov. 30, 1884	1,100 00	
					1,190 00	
29	Eugene J. Williams	1,080	Dec. 1, 1883	Dec. 31, 1883	90 00	New York.
		1,200	Jan. 1, 1884	Nov. 30, 1884	1,100 00	
					1,190 00	
30	Jesse D. Minshall.....	1,080	Dec. 1, 1883	Dec. 31, 1883	90 00	Pennsylvania.
		1,200	Jan. 1, 1884	Nov. 30, 1884	1,100 00	
					1,190 00	
31	William M. Davis.....	1,200	Sept. 1, 1884	... do	300 00	District of Columbia.
	Draughtsman.					
32	George Ritter	1,080	Dec. 1, 1883	Jan. 31, 1884	180 00	Do.
	CLASS C.					
	Clerks.					
33	Robert Sillers	1,000	....do	Nov. 30, 1884	1,000 00	Do.
34	Truman J. Glover.....	1,000	Oct. 2, 1884	....do	163 88	Iowa.
	CLASS D.					
	Copyist.					
35	Sarsfield A. McCarthy...	720	Dec. 1, 1883	Aug. 31, 1884	540 00	Dist. of Columbia.
		900	Sept. 1, 1884	Nov. 30, 1884	225 00	
	Mechanic.				765 00	
36	William H. Deckman	1,000	Dec. 1, 1883	....do	1,000 00	Do.
	Messengers.					
37	William J. Lee	840	....do	....do	840 00	Virginia.
38	Charles Haerle	720	....do	July 31, 1884	480 00	Dist. of Columbia.
		840	Aug. 1, 1884	Nov. 30, 1884	280 00	
	Assistant Messenger.				760 00	
39	William H. Montague	720	Dec. 1, 1883	....do	720 00	Massachusetts.
	Skilled Laborers.					
40	John A. Jewell	720	....do	....do	720 00	District of Columbia
41	John C. Williamson.....	720	....do	....do	720 00	New Jersey.
	Laborer and Watchman.					
42	Samuel W. Deckman	540	Mar. 1, 1884	....do	405 00	

Statement showing the names, compensation, &c., of clerks, messengers, &c., employed in the office of the Chief of Ordnance from December 1, 1883, to November 30, 1884.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS B.					
	Chief Clerk.					
1	John J. Cook	$2,000	Dec. 1, 1883	Nov. 30, 1884	$2,000 00	District of Columbia
	CLASS 4.					
2	John Horan	1,800	do	do	1,800 00	Army.
3	A. E. Skillman	1,800	do	do	1,800 00	New Jersey.
4	A. W. Pentland	1,800	do	do	1,800 00	Pennsylvania.
	CLASS 3.					
5	S. C. Hull	1,600	do	do	1,600 00	Illinois.
6	L. J. Bryant	1,600	do	do	1,600 00	Wisconsin.
	CLASS 2.					
7	R. D. Walter	1,400	do	do	1,400 00	Army.
8	H. F. J. Brown	1,400	do	do	1,400 00	Pennsylvania.
	CLASS 1.					
9	Charles S. Keller	1,200	do	do	1,200 00	South Carolina.
10	Charles E. Bailey	1,200	do	do	1,200 00	District of Columbia.
11	Austin Edgerly	1,200	do	do	1,200 00	Maine.
12	R. G. Sutton	1,200	do	do	1,200 00	Pennsylvania.
13	R. A. Foster	1,200	do	do	1,200 00	District of Columbia.
14	Seth L. Clark	1,200	do	do	1,200 00	Vermont.
15	S. E. Culverwell	1,200	do	do	1,200 00	Maryland.
16	James S. Pierce	1,200	do	do	1,200 00	Pennsylvania.
17	Nathan Hazen	1,200	do	do	1,200 00	Do.
18	John L. Wilkins	1,200	do	do	1,200 00	District of Columbia.
19	George H. Ingraham, jr	1,200	do	do	1,200 00	South Carolina.
20	John E. McLeran	1,200	do	do	1,200 00	District of Columbia.
21	George A. Thatcher	1,200	do	do	1,200 00	Minnesota.
22	Russell West	1,200	do	do	1,200 00	Louisiana.
23	Martin Darnall	1,200	do	do	1,200 00	Maryland.
24	William A. Morsell	1,200	do	do	1,200 00	District of Columbia.
25	John A. Madigan	1,200	do	do	1,200 00	Do.
26	James A. Coolidge	1,200	do	do	1,200 00	Do.
27	William H. Smiley	1,200	do	May 7, 1884	521 98	Maine.
28	John C. Winn	1,200	do	July 23, 1884	775 00	Ohio.
29	S. M. Barker	1,200	do	Oct. 23, 1884	1,075 00	Pennsylvania.
30	James M. Wineberger	1,200	do	Nov. 19, 1884	1,163 05	District of Columbia.
31	Seymer G. Wilson	1,200	May 14, 1884	Nov. 30, 1884	645 20	Illinois.
32	F. W. M. Cutcheon	1,200	July 24, 1884	Nov. 15, 1884	329 35	Michigan.
33	A. F. Springsteen	1,200	Nov. 17, 1884	Nov. 30, 1884	46 74	Indiana.
34	Joseph Hertford	1,200	Nov. 20, 1884	do	36 96	Illinois.
35	James M. Wimmer	1,200	do	do	36 96	Indiana.
	CLASS C.					
36	John M. Smith	1,000	Dec. 1, 1883	do	1,000 00	Army.
37	Dennis O'Connor	1,000	do	Aug. 22, 1884	728 02	Vermont.
38	J. N. Selby	1,000	Oct. 15, 1884	Nov. 30, 1884	127 96	Kansas.
	Messengers.					
39	Frank M. Warren	840	Dec. 1, 1883	do	840 00	New York.
40	Stephen Ganz	840	do	do	840 00	Pennsylvania.
	Assistant Messenger.					
41	John A. Simms	720	do	do	720 00	Maryland.
	Laborers.					
42	John E. Brooke	660	do	May 30, 1884	328 80	District of Columbia.
43	Robert James	660	June 16, 1884	Nov. 17, 1884	278 29	Virginia.
44	A. M. Howard	660	Nov. 20, 1884	Nov. 30, 1884	20 33	District of Columbia.

Statement, showing the names, compensation, &c., of scientific experts, clerks, messengers, laborers, &c., employed in the office of the Chief Signal Officer of the Army, and paid from the appropriations of forty thousand and forty-five thousand dollars provided for this purpose in the legislative, executive, and judicial appropriation bills, approved, respectively, March 3, 1883, and July 7, 1884, from December 1, 1883, to November 30, 1884.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS A.					
	Civilian Assistant.					
1	Cleveland Abbe	$4,500	Dec. 1, 1883	Nov. 30, 1884	$4,500 00	New York.
	CLASS B.					
	Professor.					
2	William Ferrel	2,000	... do	... do	2,000 00	West Virginia.
	Junior Professors.					
3	Winslow Upton[1]	1,700	....do	Jan. 10, 1884	189 70	District of Columbia.
4	Thomas Russell[2]	1,600	....do	July 12, 1884	986 17	Michigan.
		1,700	July 13, 1884	Nov. 30, 1884	651 57	
					1,827 44	
	Clerk.					
5	Henry L. Nelson[3]	1,500	Dec. 1, 1883	Dec. 1, 1883	2 72	District of Columbia
	CLASS 4.					
	Junior Professors.					
6	Henry A Hazen[4]	1,700	....do	Apr. 30, 1884	708 11	Connecticut.
		1,800	May 1, 1884	Nov. 30, 1884	1,051 65	
7	Frank Waldo[5]	1,700	Dec. 1, 1883	June 30, 1884	993 00	Massachusetts.
		1,800	July 1, 1884	Nov. 30, 1884	750 00	
					3,502 76	
	CLASS 3.					
	Junior Professor.					
8	Charles F. Marvin[6]	1,600	Sept. 1, 1884	....do	396 43	Ohio.
	Translator and Bibliographer.					
9	Cleon J. Sawyer[7]	1,200	Dec. 1, 1883	May 31, 1884	601 10	Massachusetts.
		1,600	June 1, 1884	Nov. 30, 1884	797 87	
					1,398 97	
	Clerk.					
10	Walter Woollcott[8]	1,600	Dec. 1, 1883	Aug. 31, 1884	1,203 57	District of Columbia.
	CLASS 2.					
	Expert Editor and Proofreader.					
11	John M. Killits[9]	1,200	Mar. 25, 1884	Sept. 24, 1884	603 52	Ohio.
		1,400	Sept. 25, 1884	Nov. 30, 1884	254 83	
					858 35	
	Clerk.					
12	Harlan P. Wolcott[10]	1,400	Sept. 1, 1884	....do	346 14	Kansas.

[1] Resigned January 10, 1884.
[2] Promoted from $1,600 July 13, 1884, and promotion to $1,800 requested, to date December 2, 1884.
[3] Discharged December 1, 1883.
[4] Promoted from $1,700 May 1, 1884.
[5] Promoted from $1,700 July 1, 1884.
[6] Appointed September 1, 1884.
[7] Promoted from $1,200 June 1, 1884.
[8] Resigned August 31, 1884.
[9] Appointed March 25, 1884, and promoted from $1,200 September 25, 1884.
[10] Transferred from regular roll, and promoted from $1,200 September 1, 1884.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS 1.					
	Clerks.					
13	Zeph Fenno[1]	$900	Dec. 1, 1883	Mar. 31, 1884	$300 00	Iowa.
		1,000	Apr. 1, 1884	June 30, 1884	250 00	
		1,200	July 1, 1884	Nov. 30, 1884	500 00	
14	Howard Hitchins[2]	1,200	Dec. 1, 1883	Aug. 31, 1884	902 18	Maryland.
					1,952 18	
	Lithographer.					
15	Thomas J. Flynn[3]	900	....do	June 30, 1884	525 00	Pennsylvania.
		1,200	July 1, 1884	Nov. 30, 1884	500 00	
					1,025 00	
	CLASS C.					
	Proof-reader.					
16	Lawrence J. Kavanagh[4]	960	Dec. 1, 1883	Jan. 17, 1884	124 84	Ohio.
	CLASS D.					
	Clerks.					
17	Belle P. N. Spencer[5]	840	Dec. 1, 1884	Apr. 30, 1884	349 34	Michigan.
		900	May 1, 1884	Nov. 30, 1884	525 82	
18	Kate L. Roy	720	Dec. 1, 1883	....do	720 00	District of Columbia.
19	Julia F. Randolph	720	....do	....do	720 00	New Jersey.
20	Belle Gaston	720	....do	....do	720 00	District of Columbia.
21	Laura Finley[6]	720	...do	Dec. 22, 1883	42 39	Maryland.
					3,077 55	
	Engineers.					
22	Alexander McGuiggen[7]	480	....do	Jan. 31, 1884	80 88	Dist. of Columbia.
		600	Feb. 1, 1884	Apr. 30, 1884	148 35	
		720	May 1, 1884	Nov. 30, 1884	420 66	
23	Joseph H. Johnson[8]	480	Dec. 1, 1883	June 15, 1884	260 22	Virginia.
		480	Oct. 1, 1884	Nov. 30, 1884	80 00	
					990 11	
	Messengers.					
24	James W. Gaines[9]	600	Dec. 1, 1883	Feb. 29, 1884	148 90	Do.
		720	Mar. 1, 1884	Nov. 30, 1884	541 32	
25	Austin Joyce	600	Dec. 1, 1883	....do	600 00	Ohio.
26	Edward A. Branham	540	....do	.. do	540 00	Virginia.
27	Michael Hayes[10]	420	....do	Jan. 31, 1884	70 77	Pennsylvania.
		480	Feb. 1, 1884	Nov. 30, 1884	399 12	
28	William Patrick	480	Dec. 1, 1883	.. do	480 00	North Carolina.
29	Frank Matthews	480	....do	....do	480 00	Maryland.
30	John Turley[11]	480	....do	Dec. 7, 1883	8 70	District of Columbia.
31	Gustavus Greenwell	420	....do	Nov. 30, 1884	420 00	Maryland.
32	Joseph H. Chase	420	...do	.. do	420 00	District of Columbia.
33	Allen Spencer	420	....do	....do	420 00	Virginia.
34	Michael Harris[12]	420	...do	Feb. 16, 1884	89 23	District of Columbia.
35	George J. Heck[13]	360	....do	July 3, 1884	212 94	Do.
		360	July 12, 1884	Nov. 30, 1884	139 23	
36	Joseph Glasgow[14]	300	Dec. 1, 1883	Mar. 31, 1884	100 00	Do.
		360	Apr. 1, 1884	Nov. 30, 1884	240 00	

[1] Promoted from $900 April 1, 1884, and promoted from $1,000 July 1, 1884.
[2] Transferred to regular roll September 1, 1884.
[3] Promoted from $900 July 1, 1884.
[4] Resigned January 17, 1884.
[5] Promoted from $840 May 1, 1884.
[6] Resigned December 22, 1883.
[7] Promoted from $480 February 1, 1884, and promoted from $600 May 1, 1884.
[8] Discharged June 15, 1884, and reappointed October 1, 1884.
[9] Promoted from $600 March 1, 1884.
[10] Promoted from $420 February 1, 1884.
[11] Transferred to regular roll December 8, 1883.
[12] Discharged February 16, 1884.
[13] Discharged July 3, 1884, and reappointed July 12, 1884.
[14] Promoted from $300 April 1, 1884.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS D—Continued.					
	Messengers—Continued.					
37	William Pinn[1]	$360	Dec. 11, 1883	Nov. 30, 1884	$350 54	Virginia.
38	George E. Welch[2]	360	Dec. 1, 1883	Apr. 30, 1884	149 67	District of Columbia.
39	Charles F. Crosby[3]	360	May 15, 1884	Nov. 30, 1884	196 48	Do.
40	Wilson A. Branham[4]	360	Feb. 19, 1884	May 31, 1884	101 87	Virginia.
41	Charles F. Cross[5]	240	Dec. 5, 1883	Nov. 30, 1884	237 61	District of Columbia.
42	Guy Penn[6]	240	Dec. 1, 1883	July 5, 1884	143 26	Do.
43	Clarence DeKnight[7]	240	do	Dec. 1, 1883	43	Tennessee.
44	William J. Lee[8]	180	Mar. 1, 1884	Nov. 30, 1884	135 33	District of Columbia.
					6, 625 40	
	Translator.					
45	Florence M. Bartlett[9]	2.00 p. d.	June 6, 1884	do	213 00	Do.
	Telephone Operator.					
46	William Dyer	360	Dec. 1, 1883	do	360 00	Do.
	Press Boys.					
47	George M. Gartrell	420	do	do	420 00	Do.
48	William J. Feeney	420	do	do	420 00	Do.
49	Edward E. Welch	360	do	do	360 00	Do.
50	Jackson H. Pumphrey	360	do	do	360 00	Maryland.
51	John F. Keogh	240	do	do	240 00	District of Columbia.
52	Charles A. Cotterill	240	do	do	240 00	Do.
					2, 040 00	
	Stitchers and Folders.					
53	Catharine T. Brannan	300	do	do	300 00	Do.
54	Elizabeth M. Brannan[10]	1.00 p. d.	do	July 31, 1884	197 00	Do.
		300	Aug. 1, 1884	Nov. 30, 1884	99 73	
					596 73	
	Messengers and Laborers.					
55	George Marston[11]	360	May 19, 1884	Sept. 16, 1884	118 83	Connecticut.
56	Simon J. Farrell[12]	420	Sept. 27, 1884	Oct. 14, 1884	20 55	Maryland.
57	Frederick T. Kayser[13]	420	Oct. 1, 1884	Nov. 30, 1884	70 00	District of Columbia.
					209 38	
	Carpenters.					
58	Enos Crews[14]	480	Feb. 1, 1884	Apr. 30, 1884	118 68	Dist. of Columbia.
		600	May 1, 1884	July 11, 1884	118 48	
		480	Sept. 15, 1884	Nov. 30, 1884	100 87	
59	John W. Veitch[15]	3.00 p. d.	May 1, 1884	June 30, 1884	156 00	Virginia.
		3.00 p. d.	Sept. 12, 1884	Nov. 30, 1884	192 00	
					686 03	
	Bricklayers.					
60	John Pennell[16]	4.50 p. d.	Oct. 11, 1884	do	184 50	Ohio.
61	Joseph A. Blundon[17]	4.00 p. d.	May 9, 1884	June 30, 1884	180 00	District of Columbia.
62	William Fletcher[18]	4.00 p. d.	June 20, 1884	do	36 00	Do.
					400 50	

[1]Appointed December 11, 1883.
[2]Discharged April 30, 1884, to enlist in Signal Corps, U. S. Army.
[3]Appointed May 15, 1884.
[4]Appointed February 19, 1884, and discharged May 31, 1884.
[5]Appointed December 5, 1883.
[6]Discharged July 5, 1884.
[7]Discharged December 1, 1883.
[8]Appointed March 1, 1884.
[9]Appointed June 6, 1884.
[10]Reduced from $1 per diem August 1, 1884.
[11]Appointed May 19, 1884, and resigned September 16, 1884.
[12]Appointed September 27, 1884, and resigned October 14, 1884.
[13]Appointed October 1, 1884.
[14]Appointed February 1, 1884; promoted from $480 May 1, 1884; discharged July 11, 1884, and reappointed September 15, 1884.
[15]Appointed May 1, 1884; discharged June 30, 1884, and reappointed September 12, 1884.
[16]Appointed October 11, 1884.
[17]Appointed May 9, 1884, and discharged June 30, 1884.
[18]Appointed June 20, 1884, and discharged June 30, 1884.

Statement showing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service. From—	Period of service. To—	Amount received.	Residence when appointed.
	CLASS D—Continued.					
	Blacksmith.					
63	George H. Mortimer[1] ..	$3.00 p. d.	Feb. 15, 1884	July 11, 1884	$369 00	Virginia.
		3.00 p. d.	Aug. 18, 1884	Nov. 30, 1884	225 00	
					594 00	
	Laborers.					
64	Charles W. Turley[2]	480	Sept. 1, 1884	Sept. 8, 1884	10 43	Do.
65	Emil Schumann[3]	480	Jan. 5, 1884	Feb. 29, 1884	73 84	Dist. of Columbia.
		600	Mar. 1, 1884	Nov. 30, 1884	451 10	
66	William Washington	480	Dec. 1, 1883	... do	480 00	Maryland.
67	Hanson Jenifer[4]	420	... do	Dec. 6, 1883	6 47	Do.
68	Michael Keating.....	420	....do	Nov. 30, 1883	420 00	District of Columbia.
69	Benjamin P. Finn[5]	240	Apr. 2, 1884	May 8, 1884	24 39	Dakota.
		360	May 9, 1884	July 31, 1884	82 75	
		420	Aug. 1, 1884	Nov. 30, 1884	139 62	
70	Albert S. Jackscn[6]	360	June 15, 1884	Sept. 30, 1884	105 82	District of Columbia.
71	Lewis Collier[7].....	360	Jan. 21, 1884	Nov. 30, 1884	310 22	Do.
72	Jesse Anderson[8]	300	Dec. 1, 1883	July 31, 1884	200 27	Tennessee.
		360	Aug. 1, 1884	Nov. 30, 1884	119 67	
73	Michael Jasper[9].....	300	... do	Sept. 16, 1884	38 31	Virginia.
74	Felix Chism	1.25 p. d.	Dec. 1, 1883	Nov. 30, 1884	436 87	Do.
75	James F. Massey[10].....	1.25 p. d.	... do	Dec. 31, 1883	21 25	Do.
		1.25 p. d.	Mar. 11, 1884	Nov. 30, 1884	257 48	
76	Richard Burch[10]	1.25 p. d.	Dec. 1, 1883	Dec. 31, 1883	20 00	Do.
		1.25 p. d.	Mar. 11, 1884	Nov. 30, 1884	243 43	
77	Cary Dye[11]	1.25 p. d.	Dec. 1, 1883	Dec. 31, 1883	21 25	Do.
		1.25 p. d.	Mar. 1, 1884	Nov. 30, 1884	264 03	
78	Jessie Watkins[10]	1.25 p. d.	Dec. 1, 1883	Dec. 31, 1883	20 00	Do.
		1.25 p. d.	Mar. 11, 1884	Nov. 30, 1884	258 42	
79	John Jackson[12]	1.25 p. d.	....do	....do	249 04	Do.
80	Charles Burch[13]	1.25 p. d.	Dec. 1, 1883	Dec. 31, 1883	20 00	Do.
					4, 274 66	
	Female Laborers.					
81	Mary E. Collins[14]	540	Feb. 8, 1884	Oct. 2, 1884	351 56	District of Columbia.
82	Lillie L. Wilson[15]	420	Jan. 11, 1884	... do	305 74	Do.
83	Hattie B. Wilson[16]	420	Feb. 6, 1884	... do	275 74	Do.
					923 04	
	Stableman.					
84	Richard Sweeney[17]	240	Dec. 1, 1883	Feb. 3, 1884	42 42	Do.
		480	Feb. 4, 1884	Nov. 30, 1884	395 16	
					437 58	
	Scrubbers.					
85	Mary Watkins[18]	156	Dec. 1, 1883	Jan. 31, 1884	26 29	Virginia.
		78	Feb. 1, 1884	Nov. 30, 1884	64 85	
86	Harriet Burgess[19].....	78	....do	....do	64 85	Do.
					155 99	

[1]Appointed February 15, 1884; discharged July 11, 1884, and reappointed August 18, 1884.
[2]Appointed September 1, 1884, and resigned September 8, 1884.
[3]Appointed January 5, 1884, and promoted from $480 March 1, 1884.
[4]Discharged December 6, 1883.
[5]Appointed April 2, 1884; promoted from $240 May 9, 1884, and promoted from $360 August 1, 1884.
[6]Appointed June 15, 1884, and resigned September 30, 1884.
[7]Appointed January 21, 1884.
[8]Promoted from $300 August 1, 1884.
[9]Appointed August 1, 1884, and discharged September 16, 1884.
[10]Discharged December 31, 1883, and reappointed March 11, 1884.
[11]Discharged December 31, 1883, and reappointed March 1, 1884.
[12]Appointed March 11, 1884.
[13]Discharged December 31, 1883.
[14]Appointed February 8, 1884, and discharged October 2, 1884.
[15]Appointed January 11, 1884, and discharged October 2, 1884.
[16]Appointed February 6, 1884, and discharged October 2, 1884.
[17]Promoted from $240 February 4, 1884.
[18]Reduced from $156, February 1, 1884.
[19]Appointed February 1, 1884.

Statement showing the names, compensation, &c., of clerks, messengers, and laborers employed in the office of the Chief Signal Officer of the Army from December 1, 1883, *to November* 30, 1884.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS 4.					
	Clerks.					
1	Alexander Ashley	$1,800	Dec. 1, 1883	Nov. 30, 1884	$1,800 00	Pennsylvania.
2	William R. Bushby	1,800	....do	....do	1,800 00	District of Columbia.
					3,600 00	
	CLASS 1.					
	Clerks.					
3	John C. Babcock	1,200	....do	do	1,200 00	New York.
4	Harlan P. Wolcott[1]	1,200	....do	Aug. 31, 1884	902 18	Kansas.
5	Joseph E. Leaming	1,200	....do	Nov. 30, 1884	1,200 00	New Jersey.
6	Howard Hitchins[2]	1,200	Sept. 1, 1884	...do	297 82	Maryland.
					3,600 00	
	CLASS C.					
	Clerk.					
7	Reuben W. Hazen	1,000	Dec. 1, 1883	....do	1,000 00	Nebraska.
	Messengers.					
8	Martin A. Penn	840	....do	....do	840 00	District of Columbia.
9	Gabriel Rowe[3]	480	....do	Dec. 7, 1883	8 70	Do.
					848 70	
	Assistant Messenger.					
10	Samuel Middleton	720	....do	Nov. 30, 1884	720 00	Do.
	Messenger.					
11	John Turley[4]	480	Dec. 8, 1883	....do	471 30	Do.
	Laborers.					
12	William Plummer[5]	420	Dec. 6, 1883	...do	414 67	Virginia.
13	Robert W. Hayes[6]	420	Dec. 1, 1883	Dec. 5, 1883	5 33	District of Columbia.
					420 00	

[1] Transferred to $45,000 appropriation and promoted to $1,400 September 1, 1884.
[2] Transferred from $45,000 appropriation September 1, 1884.
[3] Discharged December 7, 1883.
[4] Transferred from $45,000 appropriation December 8, 1883.
[5] Appointed December 6, 1883.
[6] Discharged December 5, 1883.

Statement showing the names, compensation, &c., of agent, clerks, copy-holders, copyists, printers, messengers, watchmen, and laborer employed in the War Records Office from December 1, 1883, *to November* 30, 1884.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	CLASS B.					
	Agent.					
1	Marcus J. Wright	$2,000	Dec. 1, 1883	Nov. 30, 1884	$2,000 00	Tennessee.
	CLASS 4.					
	Clerks.					
2	John S. Moodey	1,800	....do	....do	1,800 00	Ohio.
3	Edwin J. Harvie	1,800	....do	....do	1,800 00	Virginia.
	CLASS 3.					
	Clerks.					
4	F. Collins Smith	1,600	....do	....do	1,600 00	Maryland.
5	Joseph Darr	1,600	....do	....do	1,600 00	Ohio.
	Foreman of Printing.					
6	John N. Bovee	1,600	....do	....do	1,600 00	Pennsylvania.
	CLASS 2.					
	Proof-reader.					
7	Francis U. Stitt[1]	1,400	July 17, 1884	....do	498 30	District of Columbia.
	CLASS 1.					
	Clerks.					
8	Virginia E. Dade[2]	1,200	Dec. 1, 1883	....do	1,080 73	Kentucky.
9	Sarah H. Purcell[2]	1,200	....do	....do	1,080 73	New York.
10	Ida R. Morris[3]	1,200	....do	....do	1,020 10	Texas.
	Pressman.					
11	Alfred C. Shaw	1,200	....do	....do	1,200 00	District of Columbia.
	CLASS C.					
	Compositors.					
12	William Ricketts	1,000	....do	....do	1,000 00	Do.
13	E. J. Gray	1,000	....do	....do	1,000 00	Ohio.
14	Samuel J. Armstrong	1,000	....do	....do	1,000 00	Pennsylvania.
15	Frank E. Park	1,000	....do	....do	1,000 00	Indiana.
16	Hugh R. McCaffrey	1,000	Mar. 1, 1884	....do	751 17	District of Columbia.
	CLASS D.					
	Copy-holders.					
17	Jessie C. Johns	900	Dec. 1, 1883	....do	900 00	Minnesota.
18	Emilie C. Chase	900	....do	....do	900 00	Do.
	Copyists.					
19	Jennie C. Hoffar	900	....do	....do	900 00	District of Columbia.
20	Maria Thomas	900	....do	....do	900 00	Do.
21	Annie E. Byus	900	....do	....do	900 00	Maryland.
22	Mary E. Lee	900	....do	....do	900 00	Illinois.
23	Emma Leckie	900	....do	....do	900 00	District of Columbia.
	Assistant Messengers.					
24	Charles Keegin	720	....do	....do	720 00	Do.
25	Thomas E. Liday	720	....do	....do	720 00	Do.

[1] Six days' leave without pay.
[2] Promoted from Class C to Class 1 July 7, 1884.
[3] Promoted from Class D to Class 1 July 7, 1884.

Statement skowing the names, compensation, &c.—Continued.

No.	Name.	Annual salary.	Period of service.		Amount received.	Residence when appointed.
			From—	To—		
	Watchmen.					
26	Erastus Thatcher.....	$720	Dec. 1, 1883	Nov. 30, 1884	$720 00	Michigan.
27	Frank T. Randolph.....	720	....do	....do	720 00	New Jersey.
	Laborer.					
28	John P. Morris	600	....do	....do	600 00	District of Columbia.

WASHINGTON, D. C., *December* 3, 1884.

ROBERT N. SCOTT,
Brevet Lieutenant-Colonel, U. S. A.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 35.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

Report of the surveyor-general of New Mexico in the case of private land claim No. 134, *in the Territory of New Mexico, known as the San Mateo Springs tract.*

JANUARY 16, 1885.—Referred to the Committee on Private Land Claims and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 15, 1885.

SIR: I have the honor to transmit herewith, for the action of Congress thereon, the report, dated April 4, 1883, of the surveyor-general of New Mexico in the case of private land claim No. 134, in the Territory of New Mexico known as the San Mateo Springs tract, the heirs and legal representatives of Santiago Duran y Chaves, claimants.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

C

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 36.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In answer to Senate resolution, January 13, 1885, *copy of a letter to the Secretary of War, by General W. T. Sherman, dated January* 6, 1885.

JANUARY 17, 1885.—Laid on the table and ordered to be printed.

To the United States Senate:

I transmit herewith a copy of a letter addressed to the Secretary of War, by General W. T. Sherman, under date of January 6, 1885, as called for by resolution of the Senate of January 13, 1885, as follows:

That the President of the United States be, and he is hereby, requested, if in his opinion it be not incompatible with the public interest, to communicate to the Senate a historical statement concerning the public policy of the Executive Department of the Confederate States during the late war of the rebellion, reported to have been lately filed in the War Department by General William T. Sherman.

CHESTER A. ARTHUR.

EXECUTIVE MANSION, *January* 16, 1885.

COPY OF LETTER OF GENERAL W. T. SHERMAN, OF JANUARY 6, 1885, *TO THE SECRETARY OF WAR.*

WASHINGTON, D. C., *January* 6, 1885.

SIR: I beg to submit for your consideration and disposal this paper, to be filed with the War Records, which may aid others in search of historical truths.

Recently, at Saint Louis, Mo., my present residence, I was invited to assist in dedicating a new hall for the use of Frank P. Blair Post No. 1 of the Grand Army of the Republic, composed exclusively of Union soldiers, their wives and children—a family affair; in no sense a public meeting. The exercises consisted of short speeches, interspersed with army songs. I was one among many speakers, and my remarks were purely extempore, without manuscript or notes of any kind. My recollection of what I did say is about this: "I congratulated the members of the post on having secured so good a hall in so convenient a neighborhood; in the interest manifested by so full an attendance; that it was good for old soldiers to meet and interchange the memories and traditions of a war in which they had borne an honorable part; that histories, memoirs, and stories were being published; that the Government was

making progress in the publication of the official reports and correspondence—Union and Confederate; that, nevertheless, all these fell short of the whole truth; that each man's memory retained things of still greater interest to us, the survivors, and that I, myself, had seen and experienced much that had never been and would probably never be published, illustrating the assertion by what occurred in Louisiana prior to February 24, 1861, when I left the State; of letters and papers captured throughout the war; that I had seen papers which convinced me that even Mr. Davis, the President of the Southern Confederacy, had, during the progress of the war, changed his State-rights doctrines and had threatened to use force—even Lee's army—should any State of the Confederacy attempt to secede from that Government," &c.

I had no thought or expectation that these remarks would be published at all, much less in the garbled form to occasion discussion and ill feeling; yet I shrink not from a just responsibility for every word uttered there, or at any time. Two of the Saint Louis morning papers did publish reports of that meeting, including "my speech," much condensed, and as usual much improved by the intelligent reporters, who, ignoring the context, laid particular stress on "the letter of President Davis to the governor of a State, now a Senator, whose name was not given." Mr. Davis, from his home at Beauvoir, has quoted these reports, and in a card addressed to the Saint Louis Republican has pronounced my assertion false, and me a slanderer.

He has never addressed me to inquire how much of truth was contained in the quotations; nor has any friend of his done so. Many others have, and I have answered them frankly, always discountenancing discussion n he newspapers.

The world heeds but little what I think of Mr. Davis, or he of me; but all do want to know "the truth, the whole truth, and nothing but the truth." I have said a thousand times, and I now say again, there was a conspiracy throughout the Southern States in the winter of 1860–'61; that I myself was approached by a member of the Knights of the Golden Circle; that the head of that conspiracy was in Washington; that its object was to destroy our Government and raise on its ruins a plutocracy at the South. I cannot state the proposition better than John G. Nicolay has already done in his admirable work—"The Outbreak of the Rebellion"—the first of the Scribner series; and that the cause permeated the Navy is demonstrated by Admiral Ammen in his contribution to the same series, entitled "The Atlantic Coast," both using the plain words "conspiracy" and "conspirators."

For the nature and kind of Government in Richmond in 1864–'65 I refer the student to Dr. Draper's third volume, pages 448 and 449, "Civil War in America"; and as for the conspiracy itself to McPherson's "History of the Rebellion," last edition, pages 391 and 392.

But it is my own personal experience to which I propose in the main to limit myself; not to one single disjointed paragraph, but to the whole subject-matter.

For the binding force of an oath, with the "exceptions," I take Grotius, who is good authority the world over, and refer the curious to book 2, chapter 13, "Rights of War and Peace," and for "conspiracy" and "rebellion," to Johnson's Dictionary.

Grotius defines treason as synonymous with assassination, and it has proven strangely true in our own case, though he wrote his famous book in 1625.

Page 496, vol. 1, series 1, Official Records of the Union and Confederate armies, contains two dispatches—the first from Senators Benjamin

and Slidell to D. W. Adams, president military board, New Orleans; the second from John Slidell alone to Governor Moore, of Louisiana, which are conclusive of a treasonable correspondence to compel the State authorities to seize by force the arsenal at Baton Rouge, the forts at the mouth of the Mississippi, &c. These two dispatches were not *all* of said correspondence, because when in New Orleans, February 20–24, 1861, I was much of the time with my old Army comrade, Colonel Braxton Bragg, who contended that the seizure of the arsenal and forts was a defensive measure, and he showed me copies of letters from Senators Benjamin and Slidell, addressed to Governor Moore (whose aid Bragg was), written on paper headed "United States Senate," for they were then Senators under the oath prescribed by the Constitution. I kept up my correspondence with the officers of the institution over which I had presided, till May 13, 1861, and I have before me a copy of this correspondence, with original letters of Braxton Bragg and many others in Louisiana. After the war was over, in 1865, I went back to Louisiana to help all I could to re-establish the Military Academy and Seminary of Learning, of which I had been president, and it exists to-day, under the title of the Louisiana University.

Subsequently, when my personal friend Henry Stanbery was Attorney-General, I interceded and aided Governor Thomas O. Moore to regain possession of his plantation at Bayou Robert, on the express ground that, under the pressure brought to bear on him from Washington, he could hardly help acting as he did in 1861. I also renewed my correspondence with General Bragg; tried all I could to help him regain his property, and the last letter I find recorded is dated Saint Louis, Mo., January 28, 1867, addressed to him at the Saint Louis Hotel, New Orleans, advising him as to the measures he should pursue to establish the claim of his wife for certain forage and supplies taken by the Union troops from her plantation; also to aid him in his declared purpose to become connected with the management of the Opelousas Railroad.

Now as to Mr. Jefferson Davis. His general history is pretty well known and appreciated. His own history of the "Rise and Fall of the Southern Confederacy," *à la* Gibbon, is public and subject to every man's criticism. But of him, too, I have personal knowledge not meant for publication, but to become a part of the "Traditions of the Civil War," which the Grand Army of the Republic will preserve.

In the summer of 1863, when Vicksburg surrendered to General Grant, he dispatched me with a sufficient force to catch or drive back the Confederate army under Joseph E. Johnston, which had been assembled for the relief of the beleaguered garrison. That army took refuge in Jackson, Miss., which I closely besieged. Some of the foragers of the army found in the garret of the house of Mr. Joe Davis, brother to Jefferson Davis, a box containing his private papers and brought it to camp. Hearing that papers of Mr. Davis were being scattered about for autographs and as souvenirs, I sent for the box and had it brought to my bivouac, and held it in my personal possession from about July 15 to August 5, 1863. During that time I examined some of the contents, consisting of a large number of letters addressed to Mr. Davis during a period of ten years, including the time when Montgomery, Ala., was the capital of the Confederacy, with marginal notes of his hand, and rolls of memoranda and notes in his handwriting of speeches made or to be made. This box was sent to General Grant's adjutant-general (Rawlins) in Vicksburg, with a request to send it on to Washington, along with my letter, which is of record, dated Camp on Big Black, August 5, 1863. Col. R. N. Scott, who has charge of the records

of the war—Union and Confederate—writes me of recent date that his private papers had been returned to Mr. Davis by Secretary of War McCrary. All I wish here to remark is, that I sent it as it came into my possession, *except* that I withdrew and sent to the authors *three* several letters written to Davis at Montgomery by officers of undoubted loyalty, which I feared might compromise them if they fell into unfriendly hands, because at that day the name of Mr. Davis was synonymous with treason.

Again, in 1864, when we were in possession of Atlanta, Ga., I saw familiarly a great number of gentlemen of that State, with whom I conversed freely. They spoke openly and unreservedly of the tyranny of the Confederate authorities in Richmond, and of Mr. Davis particularly. He was the head of the government, the commander-in-chief of its armies. His character was an element in the problem of the war for putting down the rebellion, in which at the time I was an important factor. The cost of the war was then a matter of intense interest to Mr. Lincoln, Mr. Stanton, Mr. Chase, and other leaders in Washington. On the 15th of September, 1864, I telegraphed to General Halleck, in Washington:

> Governor Brown has disbanded his militia to gather the corn and sorghum of the State. I have reason to believe he and Stephens want to visit me, and have sent them a hearty invitation.

Two days after I received from President Lincoln this dispatch:

> I feel great interest in the subjects of your dispatch mentioning corn and sorghum and the contemplated visit to you.

On the same day I answered him direct by telegram:

> I will keep the Department fully advised of all developments connected with the subjects in which you feel interested. Mr. Wright, former member of Congress from Rome, Ga., and Mr. King, of Marietta, are now going between Governor Brown and myself. I have said to them that some of the people of Georgia are engaged in rebellion begun in error and perpetuated in pride, but that Georgia can now save herself from the devastations of war preparing for her only by withdrawing her quota out of the Confederate army and aiding me to expel Hood from the borders of the State; in which event, instead of devastating the land as we progress, I will keep our men to the high roads and commons, and pay for the corn and meat we need and take. I am fully conscious of the delicate nature of such assertions, but it would be a magnificent stroke of policy if we could, without surrendering principle or a foot of ground, arouse the latent enmity of Georgia against Davis.

Subsequently, September 25, I telegraphed General Halleck, among other things, "Jeff. Davis is at Macon."

Again, on the 26th, I telegraphed to General Grant at City Point:

> Hood is now on the West Point Road, 24 miles south of this, and draws his supplies by that road. Jefferson Davis is there to-day, and superhuman efforts will be made to break my road.

Promptly came Mr. Lincoln's answer:

> You say Jeff. Davis is on a visit to General Hood. I judge that Brown and Stephens are the objects of his visit.

My answer to him of the 28th followed:

> I have positive knowledge that Mr. Davis made a speech at Macon on the 22d, which I mailed to General Halleck yesterday. It was bitter against General Joe Johnston and Governor Brown. The militia are on furlough. Brown is at Milledgeville, trying to get a legislature to meet next month, but he is afraid to act unless in concert with other governors. Judge Wright has been here, and Messrs. Hill and Nelson, former members of Congress, are here now. Will go to meet Wright at Rome, and then go back to Madison and Milledgeville.

I would not quote these dispatches except they have again and again been published in the report of the Committee on the Conduct of the War and in my own memoirs of ten years ago, and never disputed as to these facts.

I certainly shall not reveal how I kept trace of Mr. Davis in September, 1864, and obtained reports of his speeches at Columbia, Macon, and Palmetto Station. These ought all to be, and doubtless are, in the public archives at Washington. Mr. Lincoln, with his wonderful sagacity, saw that Jeff. Davis's visit to Georgia in September, 1864, was rather on account of Stephens and Brown than Hood. He was a statesman; I a mere soldier, who watched the desperate move for its military chances; and I was absolutely convinced that Davis then suspected the fidelity of Stephens and Brown to him as the head and front of the "Richmond Confederacy," for it had ceased to be a confederacy of "sovereign States." The "secession" of 1861 had become "separate State action" in 1864, and Davis was opposed to it, as he well might be.* Had Georgia withdrawn in 1864 the Confederacy would have collapsed as a bubble, and Georgia, South Carolina, and North Carolina would have escaped the devastation which necessarily followed. When in Atlanta I had possession of a vast amount of captured letters and newspapers, which enabled me to trace the current of public opinion in the South, which was as much an element of force as that of muskets.

I have now before me an original letter from Alexander H. Stephens, vice-president of the Southern Confederacy, to Herschel V. Johnson, of almost equal fame, dated Crawfordsville, Ga., April 8, 1864, too long (sixteen pages) to be quoted entire, from which I propose to cull a few extracts. I assert of my own knowledge that every word is in the handwriting of Alexander H. Stephens. He writes:

As for Mr. Davis, I repeat again I have no feelings of antipathy, much less of hostility. What opinions you may think I entertain of him, as you intimate, I know not, but I have no hesitancy in stating to you freely and frankly and most confidentially what my opinions of him are. They are much more akin to suspicion and jealousy than of animosity or hate. While I do not and never have regarded him as a great man or statesman on a large scale, I have regarded him as a man of good intentions, weak and vascillating, timid, petulant, peevish, obstinate, but not firm. I am now beginning to doubt his good intentions. I say doubt, for after watching him closely I am not satisfied in my own mind, or arrived at any conclusion whether some of his shortcomings are to be attributed to weakness or bad purpose. These are my real sentiments, and my reasons for them are these: Since his first elevation to power he has changed many of his former State-rights principles, as in case of the conscription. His whole policy on the organization and discipline of the army is perfectly consistent with the hypothesis that he is aiming at absolute power. Not a word has come from him in rebuke of military usurpation in the orders for martial law by Bragg and Van Dorn, or the whole system of passports and provost-marshals, which is utterly wrong and without authority of law. After all that was said and written by myself and others against these usurpations, not one word has escaped Mr. Davis showing his disapproval of them. Again, it is well known that the subject of a dictatorship has been mooted, talked of, and discussed in private, as well as in public journals, and that the most earnest advocates of such a course, the virtual doing away with Congress and the Constitution, have been editors near him—right under his nose; editors of journals recognized at the time to be the organs of the administration. Now, it seems strange that this should be so, and men holding and advocating such sentiments for months should hold such relation to him when such sentiments were distasteful to him, &c.

But again I assure you I feel no more hostility to him than I do to you and great numbers I meet with who see no danger in these things. My hostility and wrath (and I have enough to burst ten thousand bottles) is not against him or any man or men, but against *the thing*, the measures and policy which I see is leading us to despotism.

You may have heard me in conversation speak of his weakness and imbecility, but certainly with no bitterness of feeling, and what I have said on these subjects has been more in sorrow than anger.

This cry of sustaining the administration, you will allow me to say, with all due respect to you, is nothing but a stupid, senseless cachinnation. Nobody approves it. I heard that General Cobb, in his speech at Milledgeville, said all the acts of Congress

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* See his letter to the Georgia Senators, page 201, American Annual Cyclopædia, 1864.

were proper, wise, and just; and yet I do know that General Cobb spoke very differently to me of some of them before they were passed. Why will men thus degrade themselves by attempting to bamboozle the people, &c.

I have never spoken or written of Mr. Davis as plainly as Mr. Stephens did in April, 1864, after he had been associated with him three years in the Government of the Confederacy. At the time of my remark at the Frank P. Blair Post I was not in possession of this particular letter, but I knew of the opinions of Mr. Stephens, which were then shared by many of the most intelligent men of Georgia. Permit me in this connection to copy another captured document which was printed in the New York Times of March 15, 1862:

WASHINGTON, *January* 7, 1861.

MY DEAR SIR: On the other side is a copy of resolutions adopted at a consultation of the Senators from the seceding States, in which Georgia, Alabama, Louisiana, Arkansas, Texas, Mississippi, and Florida were present.

The idea of the meeting was that the States should go out at once, and provide for the early organization of a Confederate Government, not later than 15th Febrnary. This time is allowed to enable Louisiana and Texas to participate. It seemed to be the opinion that if we left here, force, loan, and volunteer bills might be passed, which would put Mr. Lincoln in immediate condition for hostilities, whereas by remaining in our places until the 4th of March, it is thought we can keep the hands of Mr. Buchanan tied and disable the Republicans from effecting any legislation which will strengthen the hands of the incoming administration.

The resolutions will be sent by the delegation to the president of the convention. I have not been able to find Mr. Mallory this morning. Hawkins (the member from Florida) is in Connecticut. I have therefore thought it best to send you this copy of the resolutions.

In haste, yours, truly,

D. L. YULEE,
Sovereignty Conference.

JOSEPH FINNEGAN, Esq.,
Tallahassee, Fla.

THE RESOLUTIONS.

Resolved (1), That in our opinion each of the Southern States should, as soon as may be, secede from the Union.

Resolved (2), That provision should be made for a convention to organize a confederacy of the seceding States; the convention to meet not later than the 15th of February, at the city of Montgomery, in the State of Alabama.

Resolved (3), That in view of the hostile legislation that is threatened against the seceding States, and which may be consummated before the 4th of March, we ask instructions whether the delegations are to remain in Congress until that date for the purpose of defeating such legislation.

Resolved (4), That a committee be, and is hereby, appointed, consisting of Messrs. Davis, Slidell, and Mallory, to carry out the objects of this meeting.

And I also copy a slip cut out of a Southern newspaper in March, 1864, and preserved by one of the officers of my army, as a sample of those referred to by Mr. Stephens as published under Davis's very nose, by editors recognized as organs of his administration.

STATE SOVEREIGNTY PLAYED OUT.

The Richmond Enquirer was the organ of the extreme State-rights party of Virginia for many years; we believe it was the original publisher and advocate of the doctrine of '98. The following from a late number of the Richmond Enquirer shows the State-rights idea in full bloom.

No convention is needed; for what is the sovereignty of a State needed in the convention? Has not State sovereignty been the weakness of the cause? If during the life and death struggle with the compress of a common danger to hold together these States, this principle of State sovereignty was continually obtruding itself, delaying and preventing the legislation necessary to the common defense, impairing that authority intrusted with the general welfare, and impeding the execution of the laws necessary and proper to the success of the cause, is it to be supposed that

when peace returns this principle of State sovereignty will permit the Confederacy to exist one year? How long would Governor Brown permit the people of Georgia to be taxed to pay the debt of the country? Even during the struggle, he, a very ordinary governor, presumes to criticise General Lee's military movements, and undertakes to say that General Early should have been sent to Georgia instead of to Washington.

State sovereignty—thus presuming to judge of matters intrusted to the Confederate Executive—undertakes to destroy the efficiency of that Executive, and to subvert all measures undertaken for the common defense and general welfare. The conduct of certain States in opposition to the laws passed for the organization of the army, and preservation of discipline, has caused many men to reconsider their long-cherished doctrine of State sovereignty, and to come to the conclusion that while in theory it is beautiful and true, in fact and practice it is utterly defective. This cause needs power, and power to raise men, subsistence, and not sovereignty.

The army which I had the honor to command in Atlanta moved forward to Savannah, Ga., to Columbia, S. C., to Goldsborough and Raleigh, in North Carolina, near a thousand miles inside the Confederacy, and during that period, November, 1864, to April 1, 1865, I witnessed hundreds, if not thousands, of instances of the effect of the measures and policy which Mr. Stephens had foreseen were leading up to despotism. All along our route good Southern men—

Yes, and there were Union men who wept with joyful tears when they saw the honored flag they had not seen for years; hardly could they be restrained from breaking forth in tears as we were marching through Georgia.

All these came out of the woods and swamps for protection against the detachments of the Confederate army who were pursuing them in obedience to the conscript laws and orders from Richmond. The war at the South had degenerated into what they themselves styled "the rich man's war and the poor man's fight."

A Confederate officer, who had been much in Washington in *ante-bellum* days, told me that we officers of the Regular Army used to complain of the favoritism extended to certain Army officers stationed at Washington; but this was as nothing compared to the favoritism which at that moment (1865) prevailed at Richmond; and that the sons of the rich and influential sought and obtained clerkships in the departments, details to gather the tax in kind, to enforce the conscript law, railroad service, &c., to escape service in the Confederate ranks. I believed him then, and I believe him now.

We continued to gather in from private and public sources much valuable information, which may never be revealed, proving to my mind that the government at Richmond, partly from conviction and partly from desperation, had thrown off the mask, and had passed from a confederation of sovereign and independent States to a despotism almost personal to Mr. Davis himself.

I beg your indulgence here while I quote some contemporaneous letters never before published, I believe, which show the state of facts and of public opinion at the time we approached and occupied Raleigh, N. C., in April, 1865, better than anything I may now write.

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Smithfield, N. C., April 11, 1865—10.30 p. m.

GENERAL: Please hereafter, in reporting your position, to use names on *our* map. "Mooves" on Middle Creek is not down. I suppose you to be about the mill without name.

You may count on my being near Gulley's Store to-morrow night, and you may go as near Raleigh as you can. I have Raleigh papers of the 10th. Stoneman is raiding strong near Greensburg, and Wheeler is after him. A portion of Wade Hampton's cavalry is cut off towards Weldon (Nahunta Swamp). I don't think Wade Hampton

has 2,000 cavalry with him, and this is your chance. I will push all the columns straight on Raleigh. I don't care about Raleigh now, but want to defeat and destroy the Confederate army; therefore you may run any risk. Of course don't break the railroad except to the rear (west) of Johnston, as we want the rails up to Raleigh.

General Wilson has taken Selma, and is threatening Montgomery. He had whipped Red Jackson 27 miles from Selma, and at Selma knocked Forrest all to pieces. Rebel papers report Forrest wounded in three places. Abe Buford to defend Montgomery with citizens. Dick Taylor ran westward from Selma. Maury cooped up in Mobile. General Grant is between Johnston and Lee; they cannot communicate. Davis is at Danville.

Yours,

W. T. SHERMAN,
Major-General.

General KILPATRICK,
Commanding Cavalry.

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Smithfield, N. C., April 12—5 a. m.

GENERAL: I have this moment received your telegram announcing the surrender of Lee's army. I hardly know how to express my feelings, but you can imagine them. The terms you have given Lee are magnanimous and liberal. Should Johnston follow Lee's example I shall of course grant the same. He is retreating before me on Raleigh, and I shall be there to-morrow. Roads are heavy, but under the inspiration of the news from you we can march 25 miles a day. I am 27 miles from Raleigh, but some of my army is 8 miles behind. If Johnston retreats south I shall follow him to insure the scattering of his force and capture of the locomotives and cars at Charlotte, but I take it he will surrender at Raleigh.

General Kilpatrick's cavalry is 10 miles to the south and west of me, on Middle Creek, and I have sent Major Audenried to him with orders to make for the south and west of Raleigh by five different roads. The railroad is being repaired from Goldsborough to Raleigh, but I will not aim to carry it further. I shall expect to hear of General Sheridan in case Johnston does not surrender at Raleigh. With a little more cavalry I would be sure to capture the whole army.

Yours, truly,

W. T. SHERMAN,
Major-General, Commanding.

Lieut. Gen. U. S. GRANT.
Commanding Armies of United States, Virginia.

The surrender of Lee's army at Appomattox occurred April 9, 1865; was known to me at Smithfield, N. C., on the 12th, and announced in general orders. That night I reached Gulley's Station, and there came a locomotive and car from Raleigh with three commissioners, viz, Messrs. Graham and Swain, and Surgeon Warren of the Confederate army, bearing a letter from Governor Vance, of which I do not possess the original or a copy, but my letter-book contains this answer:

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Gulley's Station, N. C., April 12, 1865.

SIR: I have the honor to acknowledge receipt of your communication of this date, and inclose to you a safeguard for yourself and any members of the State government that choose to remain in Raleigh. I would gladly have enabled you to meet me here, but some interruption occurred to the train by the orders of General Johnston after it had passed within the lines of my cavalry advance; but as it came out of Raleigh in good faith it shall return in good faith and will in no manner be claimed by us. I doubt if hostilities can be suspended as between the army of the Confederate Government and the one I command, but I will aid you all in my power to contribute to the end you aim to reach—the termination of the existing war.

I am, truly, your obedient servant,

W. T. SHERMAN,
Major-General.

To his Excellency Z. B. VANCE,
Governor of North Carolina.

[Inclosure.]

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Gulley's Station, April 12, 1865.

All officers and soldiers of this army are commanded to respect and protect the governor of North Carolina and the officers and servants of the State government, the mayor and civil authorities of Raleigh, provided no hostile act is committed against the officers and men of this army between this and the city.

W. T. SHERMAN,
Major-General, Commanding.

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Gulley's Station, April 12, 1865.

Governor VANCE:

If you conclude to remain in Raleigh you had better send some one out by the train to me as quick as possible that I may make orders that will prevent any unnecessary confusion resulting from several heads of columns, with necessary skirmishers, coming in and through the city at the same time.

As the Confederate army is our only enemy, I must take all possible precaution, as you are aware, that they do not recognize you as an agent to commit them.

Yours truly,

W. T. SHERMAN,
Major-General.

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Gulley's Station, April 12, 1865.

The train of cars now here in charge of Col. James G. Been, of the staff of Governor Vance, can pass to and from Raleigh without let or hindrance until further orders. All guards and pickets will see that it is not interfered with or destroyed.

W. T. SHERMAN,
Major-General, Commanding.

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Raleigh, N. C., April 13, 1865.

Lieut. Gen. U. S. GRANT,
City Point, Va.:

We entered Raleigh this morning. Johnston has retreated westward. I shall move to Asheville and Salisbury or Charlotte. I hope General Sheridan is coming this way with his cavalry. If I can bring Johnston to a stand, I will soon fix him. The people here had not heard of the surrender of Lee, and hardly credit it. All well.

W. T. SHERMAN,
Major-General.

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Raleigh, N. C., April 13, 1865—10 p. m.

DEAR SIR: You will, I know, pardon my late answer to your note when I tell you I was at Mr. Badger's, and was detained there a little later than I expected by the interest of the visit.

Inclosed please find the papers asked for. Please send the one for the provost-marshal, and if it is known where Mr. Burgwin's horses are, they can be got to-night, otherwise General Walcott will get you a pair. I hope you will not be delayed by this second accident. I can well appreciate how you take these acts of war, and will not even offer an apology; but rather refer to them to illustrate how rapidly men's ideas of propriety degenerate during war.

I should like to know if, during your brief interview with Wheeler's men, you sent any message likely to reach Governor Vance to assure him of your safety, and relieve his mind of the idea that you had been detained by us.

I am, with great respect, your obedient servant,

W. T. SHERMAN,
Major-General.

Hon. WM. A. GRAHAM, *Raleigh.*

[Inclosures.]

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Raleigh, April 13, 1865.

All officers and men will respect the horses and personal effects of ex-Governors Graham and Swain, and permit them to pass free and unmolested through our lines to their homes in Hillsborough and Chapel Hill.

W. T. SHERMAN,
Major-General.

HEADQUARTERS MILITARY DIVISION OF THE MISSISSIPPI,
In the Field, Raleigh, N. C., April 13, 1865.

To the PROVOST-MARSHAL, *State-house:*

Cause the carriage horses of Mr. Thomas P. Burgwin to be hunted up to-night and returned to him. If they cannot be found I want General Walcott to procure a pair of carriage horses in time for Mr. Burgwin. I want Governor Graham to have the use of a carriage and pair of horses, that he may proceed on his journey early in the morning.

W. T. SHERMAN,
MajorGeneral, Commanding.

These commissioners said to me, without reserve, that when Governor Vance dispatched them from Raleigh to my camp at Gulley's he wanted to make terms for the State, and that afterwards he was afraid of Jeff. Davis.

At Raleigh, though the mass of the public records had been carried off, yet a number were left behind at the State-house and at the governor's mansion, called the "palace," which we occupied as headquarters during our stay there, viz, from April 13 to April 29, 1865.

These records and papers were overhauled by provost-marshals and clerks, who delivered to the adjutant-general, Sawyer, such as contained material information, and my personal attention was only drawn to such as were deemed of sufficient importance. Among the books collected at the palace in Raleigh was a clerk's or secretary's copy-book, containing loose sheets and letters, among which was the particular letter of Mr. Davis to which I referred in my Saint Louis "speech." I gave it little attention at the time, because Mr. Davis was then himself a fugitive, and his opinions had little or no importance; but it explained to my mind why Governor Vance, after sending to me commissioners to treat for his State separately, had not awaited my answer. It was the subject of common talk about my headquarters at the time, or as stated by Colonel Dayton in a recent letter to me from Cincinnati:

> I am quite sure that we generally talked [that] it was the desire of Governor Vance and the State officials to take North Carolina out of the Confederacy, as I have stated, but they were afraid of Jefferson Davis, and wanted protection.

During the campaign of 1864–'65 I did not incumber myself much with papers. Many were destroyed, and only essential reports, returns, and information were sent, at convenient intervals, to my chief of staff, General Webster, back at headquarters in Nashville, which headquarters shifted to Savannah, Washington, and finally Saint Louis. Here, in the summer of 1865, all were collected together by Adjutant-Generals Sawyer and Rochester, properly filed and indexed. At that date there was no such thing as a separate Bureau of War Records, and each division and department kept its own papers. Colonel Rochester is still living, but Sawyer died at Saint Louis, at his post, December 26, 1866, and was succeeded by Adjutant-General W. A. Nichols, who had charge of these records till February, 1869, when I was transferred to Washington, and my successor, General Sheridan, removed the headquarters

of the division, with its records, to Chicago, where his office and most of its contents were consumed in the great fire of 1871. Whether the particular letter referred to was consumed in that fire I know not, but I do know it existed in 1865, and believe that its substance will be revealed when Mr. Davis supplies to the Bureau of War Records copies of his own letters during the years 1864–'65.

I feel for Senators Brown and Vance a strong personal respect, and believe their action during the war, and since, has been manly and fair, but there *was* a correspondence between the governors of States in rebellion with the Richmond authorities about the "conscript law, the suspension of the writ of habeas corpus, and the use of the State troops," which, if published, would be a valuable contribution to the "History of our Times." I never had any feeling of bitterness toward the soldiers of the South who fought and took all the chances of battle, because I knew the influences which had made them believe they were fighting for their own country and for freedom; but toward the original conspirators I did feel a wrath somewhat akin to that of Mr. Stephens, in April, 1864, which he described as enough to burst ten thousand bottles. Yet, even as to them, if convinced that I have been deceived or "bamboozled," I shall not hesitate to admit it, though it will take more denials than I have yet heard or seen in print.

I have never been personally acquainted with Mr. Davis, because I was in California during the whole period of his administration of the War Department (1853–'57), but during the civil war, and since, his name has been used universally as synonymous with treason and the cause of the rebellion, with its lists of hundreds of thousands of the bravest youth of our land, dead or mangled; with the necessary waste and devastation of property; with an awful national debt, and with a pension-roll of sixty millions of dollars at this very date. If I am prejudiced against him personally, it arises from the fact that he, more than any living man, has brought reproach on the Military Academy and Regular Army, with which he was associated from 1824 to 1835, by impairing the fair fame they had earned for fidelity to their oaths; to recover which we have had to battle with an adverse public opinion ever since. Whilst he was a cadet and an Army officer he must have taken the customary oaths to "support, maintain, and defend the Constitution of the United States against all her enemies and opposers whomsoever," and whilst Secretary of War and Senator in Congress he must have taken a similar oath; yet he *did* conspire with others, as early as January, 1861, after Mr. Lincoln was fairly and constitutionally elected President of the United States, to destroy the very Government which he had sworn to defend, and he did set up another Government necessarily hostile to it, of which he became the head, and did, whilst President of the Southern Confederacy, "change his State-rights principles"—the very doctrine on which he had justified secession from the United States, and then opposed State sovereignty. These are plain, palpable facts, not likely to be forgotten by the present generation or the next, if ever. I say, therefore, with full knowledge of the consequences, he enrolled his name with those of Arnold and Burr, instead of, as he might have done, with Washington and Lincoln.

This is all I propose to say at this time. Meanwhile the Government will, I trust, go on to publish the records and correspondence of the war, both Union and Confederate, and I can await the result with perfect composure. The Grand Army of the Republic also, with its 4,900 posts and 254,454 old Union soldiers, will continue to meet to interchange their thoughts, sing their patriotic songs, and perpetuate the memories

and traditions of the war of the rebellion, quite as important and quite as lasting as can be the more formal documentary history. No nation can afford to put fidelity and treachery on a par and hope to survive; and that this Government means to survive and perpetuate its invaluable advantages I have abundant faith.

I will append to this letter copies of documents, one of which—the "secret" message of Mr. Davis of February 3, 1864, to the Confederate Congress—has never before, to my knowledge, been published. The original was captured and is held by a friend, who claims it as a trophy.

I am, with great respect, your obedient servant,

W. T. SHERMAN,
General.

HON. ROBERT T. LINCOLN,
Secretary of War.

APPENDIX 1.

Message of President Davis to the Confederate Congress recommending the suspension of the privileges of the writ of habeas corpus.

[Secret.]

To the Senate and House of Representatives of the Confederate States of America:

The present state of the Confederacy, in my judgment, requires that I should invite your attention to a condition of things existing in the country which has already been productive of serious evil, and which threatens still graver consequences, unless an adequate remedy shall be speedily applied to the legislation of Congress. It has been our cherished hope, and hitherto justified by the generous self-devotion of our citizens, that when the great struggle in which we are engaged was passed we might exhibit to the world the proud spectacle of a people unanimous in the assertion and defense of their rights, and achieving their liberty and independence, after the bloodiest war of modern times, without the necessity of a single sacrifice of civil rights to military necessity. But it can no longer be doubted that the zeal with which the people sprang to arms at the beginning of the contest has in some parts of the Confederacy been impaired by the long continuance and magnitude of the struggle.

While brigade after brigade of our brave soldiers who have endured the trials of the camp and battle-field are testifying their spirit and patriotism by a voluntary reenlistment for the war, discontent, disaffection, and disloyalty are manifested among those who through the sacrifice of others have enjoyed quiet and safety at home. Public meetings have been held, in some of which a treasonable design is masked by a pretense of devotion to State sovereignty and in others is openly avowed Conventions are advocated with the pretended object of redressing grievances, which, if they existed, could as well be remedied by ordinary legislative action, but with the real design of accomplishing treason under the form of law. To this end a strong suspicion is entertained that secret leagues and associations are being formed. In certain localities men of no mean position do not hesitate to avow their disloyalty and hostility to our cause, and their advocacy of peace on the terms of submission and the abolition of slavery. In districts *overrun* by the enemy, or liable to their encroachments, citizens of well-known disloyalty are holding frequent communication with them, and furnishing valuable information, to our injury, even to the frustration of important military movements. And yet must they, through too strict regard to the technicalities of the law, be permitted to go at large till they have perfected their treason by the commission of an overt act?

After the commission of the act, the evidence is often unattainable because within the enemy's lines. Again and again such persons have been arrested, and as often they have been discharged by the civil authorities, because the Government could not procure testimony from within the lines of the enemy. On one occasion while a party of officers were laying a torpedo in James River persons on shore were detected in communicating with the enemy, and were known to pilot them to a convenient post for observing the nature of the service on which the party were engaged. They were arrested and discharged on *habeas corpus*, because, although there was moral certainty of their guilt, it could not be proved by competent testimony. Twice the Gov-

ernment has received secret and confidential information of plots to release the prisoners confined in Richmond. The information was sufficiently definite to enable preventive measures to be adopted with success; but as it pointed out the guilty conspirators by a strong suspicion only, and not by competent testimony, they could not be arrested, and are still at large ready to plot again. A citizen possessing the means and opportunity of doing much injury to the service was arrested for disloyalty. He was twice examined before different commissions Upon each examination he avowed his hostility to our cause and his desire to join the enemy. Both commissions considered tha it would be dangerous to suffer him to go at large. Yet upon the demand of the civil authorities he had to be released for want of competent legal testimony.

The capital of the Government is the object of peculiar attention to the enemy. I have satisfactory reasons for believing that spies are continually coming and going in our midst. Information has been repeatedly received from friendly parties at the North that particular individuals then in Richmond were sent as spies by the enemy. Yet, however accurate and reliable such information might be, it was not competent testimony, and it was idle to arrest them only to be discharged by the civil authorities. Important information of secret movements among the negroes, fomented by base white men, has been received from faithful servants, but no arrests of instigators could be made because there was no competent testimony. Apprehensions have more than once been entertained of a servile insurrection in Richmond. The Northern papers inform us that Butler is projecting some deep laid schemes to punish us for our refusal to hold intercourse with him. If, as is not improbable, his design should point to servile insurrection in Richmond, incendiarism, and the destruction of public works so necessary to our defense and so impossible to be replaced, how can we hope to fathom it and reach the guilty emissaries and contrivers, but by incompetent negro testimony?

In some of the States civil process has been brought to bear with disastrous efficiency upon the army. Every judge has power to issue the writ of habeas corpus, and if one manifests more facility in discharging petitioners than his associates, the application is made to him however remote he may be. In one instance a general, on the eve of an important movement, when every man was needed, was embarrassed by the command of a judge more than a hundred miles distant, to bring, if in his custody, or send, if in the custody of others, before him on habeas corpus, some deserters who had been arrested and returned to command. In another the commandant of a camp of conscripts, who had a conscript in camp, was commanded to bring him before a judge, more than a hundred miles distant, although there was a judge competent to hear and determine the cause resident in the place where the writ was executed. He consulted eminent counsel and was advised that from the known opinions of the judge selected, the conscript would undoubtedly be released, and the officer was therefore advised to discharge him at once and return the facts informally; that such a return was not technically sufficient, but would be accepted as accomplishing the purpose of the writ. He acted on the advice of his counsel, and was immediately summoned by the judge to show cause why he should not be attached for a contempt in making an insufficient return, and was compelled to leave his command at a time when his services were pressingly needed by the Government, and travel over a hundred miles, and a considerable distance away from any railroad, to purge himself of the technical contempt. These particular instances may serve to show the nature of the delays, difficulties, and embarrassments which are constantly occurring. And, injurious as they are, they are but light and trivial in comparison with the evils which are reasonably to be anticipated.

It is understood that questions are be multiplied as to the constitutionality of the late act of Congress placing in the military service those who had furnished substitutes. If a single judge in any State should hold the act to be unconstitutional, it is easy to foresee that that State will either furnish no soldiers from this class or furnish them only when too late for the pressing needs of the country. Every appiication will be made to that particular judge, and he will discharge the petitioners in each. And although the officer may have the right to appeal, yet the delay will be tantamount in the consequences to a discharge. Indeed, this result is likely to ensue, although every judge in the Confederacy should hold the law to be perfectly constitutional and valid. A petition for a habeas corpus need not, and ordinarily does not, disclose the particular grounds upon which the petitioner claims his discharge. A general statement on oath that he is illegally restrained of his liberty is sufficient to induce, and even to require, the judge to issue the writ. In every case the enrollment will be followed by the writ, and even enrolling officers will be kept in coutinnal motion to and from the judge until the embarrassment and delay will amount to the practical repeal of the law. Its provisions will add no more soldiers to the army. But this is not all. We shall not be able to retain those already in service. Nothing has done so much to inspirit our brave soldiers as the determination evinced by Congress to send to their aid those who have thus far lived in ease at home while they

were enduring danger, toil, and privations. When the hope of equal justice and of speedy re-enforcement shall thus have failed disappointment and despondency will displace the buoyant fortitude which animates them now. Desertion, already a frightful evil, will become the order of the day, and who will arrest the deserter when most of those at home are engaged with him in the common cause of setting the Government at defiance? Organized bands of deserters will patrol the country, burning, plundering, and robbing indiscriminately; and our armies, already too weak, must be still further depleted at the most imminent crisis of our cause to keep the peace and protect the lives and property of the citizens at home. Must these evils be endured? Must the independence for which we are contending, the safety of the defenseless families of the men who have fallen in battle and of those who still confront the invaders, be put in peril for the sake of conformity to the technicalities of the law of treason?

Having thus presented some of the threatening evils which exist, it remains to suggest the remedy. And in my judgment that is only to be found in the suspension of the privileges of the writ of habeas corpus. It is a sharp remedy, but a necessary one. It is a remedy plainly contemplated by the constitution. All the powers of the Government, extraordinary as well as ordinary, are a sacred trust, to be faithfully executed whenever the public exigency may require. Recognizing the general obligation, we cannot escape from the duty in one case more than in another. And a suspension of this writ, when demanded by the public safety, is as much a duty as to levy taxes for the support of the Government. If the state of invasion, declared by the constitution to be a proper case for the exercise of this power, does not exist in our country now, when can it ever be expected to arise? It is idle to appeal against it to the history of the old Union. That history contains no parallel case. England, whose reverence for the great writ of right is at least as strong as our own, and the stability of whose institutions is the admiration of the world, has repeatedly within the last hundred years resorted to this remedy when only threatened with invasion. It may occasion some clamor; but this will proceed chiefly from the men who have already too long been the active spirit of evil. Loyal citizens will not feel danger, and the disloyal must be made to fear it. The very existence of extraordinary powers often renders their exercise unnecessary. To temporize with disloyalty in the midst of war is but to quicken it to the growth of treason.

I therefore respectfully recommend that the privileges of the writ of habeas corpus be suspended.

JEFFERSON DAVIS.

RICHMOND, VA., *February* 3, 1864.

FEBRUARY 3, 1864.—Referred to the committee on the judiciary.
FEBRUARY 4, 1864.—Bill (S. 216) reported.

APPENDIX 2.

Extract from letter from Jefferson Davis to Governor Vance, of North Carolina.

EXECUTIVE OFFICE,
Richmond, January 8, 1864.

DEAR SIR: I have received your letter of the 30th ultimo, containing suggestions of the measures to be adopted for the purpose of removing "the sources of discontent in North Carolina."

* * * * * * *

I fear much, from the tenor of the news I receive from North Carolina, that an attempt will be made by some bad men to inaugurate movements which must be considered as equivalent to aid and comfort to the enemy, and which all patriots should combine to put down at any cost. You may count on my aid in every effort to spare your State the scenes of civil warfare, which will devastate its homes if the designs of these traitors be suffered to make headway. I know that you will place yourself in your legitimate position in the lead of those who will not suffer the name of the Old North State to be blackened by such a stain. Will you pardon me for suggesting that my only source of disquietude on the subject arises from fear that you will delay too long the action which now appears inevitable, and that by an overearnest desire to reclaim by conciliation men whom you believe to be sound at heart, but whose loyalty is more than suspected elsewhere, you will permit them to gather such strength as to require more violent measures than are now needed? With your influence and position the promoters of the unfounded discontent now prevalent in your State would be put down without the use of physical force, if you would abandon a policy of conciliation and set them at defiance. In this course, frankly and firmly pursued,

you would rally around you all that is best and noblest in your State, and your triumph would be bloodless. If the contrary policy be adopted, I much fear you will be driven to the use of force to repress treason. In either event, however, be assured that you will have my cordial concurrence and assistance in maintaining with you the honor, dignity, and fair name of your State, and in your efforts to crush treason, whether incipient, as I believe it now to be, or more matured, as I believe, if not firmly met, it will in our future inevitably become.

I have the honor to be, very respectfully, yours,

JEFFERSON DAVIS.

His Excellency Z. B. VANCE,
Governor North Carolina.

APPENDIX 3.

Extracts from the American Annual Cyclopædia for 1864 (*pages* 588–9).

The dissatisfaction with the Government at Richmond which existed in North Carolina at the close of 1863 and the first part of 1864 arose from the lack of efforts on the part of the Richmond Government to seek by negotiations a peace with the United States. A large portion of the people of the State desired peace; but instead of witnessing efforts to obtain it by negotiation, they beheld the war pressed forward, the exactions of the Government for men and money constantly increasing, and the loss and destruction of the war unsuspended.

* * * * * * *

It was well understood by those who comprehended the true state of affairs that Mr. Lincoln could not receive any individuals or commissioners appointed or sent by the Government at Richmond without thereby recognizing the existence of that Government. Doing thus much would change the issue in the contest between the hostile parties. The advocates of peace, therefore, took now the position that the State alone should attempt to negotiate a peace with the Federal Government. Those who opposed this view took the position that the State should act in co-operation with the other States engaged with her in the war. This became the issue in the election for governor in August. Governor Vance represented the latter view, and Mr. Holden the former. They thus were both in favor of peace, and became the opposing candidates. Holden was stigmatized as "the peace at any price" candidate, in the same manner as the peace men in several of the Northern States were designated. The arguments urged in the political campaign show the earnestness of the people. On the side of Mr. Holden it was said:

"We went to war to protect the State sovereignty and to defend and perpetuate the institution of slavery; but if it should appear that we are likely to lose both, as rational beings we should pause and consider well the direction we are taking. If the war should continue twelve months longer with no greater success to our arms, there is great danger that the institution of slavery will be hopelessly destroyed."

Governor Vance, to support his views, said:

"Secession from the Confederacy will involve us in a new war—a bloodier conflict than that which we now deplore. So soon as you announce to the world that you are a sovereign and independent nation, as a matter of course the Confederate Government has a right to declare war against you, and President Davis will make the whole State a field of battle and blood. Old Abe would send his troops here also, because we would no longer be neutral, and so, if you will pardon the expression, we would catch the devil on all sides."

The friends of Holden proposed to carry out their plan by means of a State convention. To this it was objected that the proposition for a State convention, so closely upon the heels of Mr. Lincoln's proposition to let one-tenth of the people form a State government, had a very strong odor of disloyalty and treason. The "peace at any price" men were also aided by the great number of deserters from the army within the State. In the mountain frontier, on the western border, bands of them swarmed. Some of the interior counties were also infested by them. They represented nearly every State in the Confederacy, and lurked in the swamps and mountains, stealing, plundering, and in many instances murdering the inhabitants. They took possession of the town of Yadkin and released all the prisoners in the jail, "who doubtless," says the Richmond Examiner, a radical secession print, "immediately joined them, and all became peace men together.'

APPENDIX 4.

Copy of a letter of A. H. Stephens, vice-president of the Southern Confederacy, to Herschel V. Johnson (once a candidate for Vice-President of the United States). Original letter now in possession of General Sherman.

CRAWFORDSVILLE, GA., *April* 8, 1864.

MY DEAR SIR: Your letter of the 6th instant has just reached me, and I devote a few leisure moments to you in reply this evening, because I do not know that I shall have time to do it in the morning before the mail closes.

I wrote you a pretty long letter day before yesterday, and feel no disposition to prolong the discussion. If after reading that you are still of the opinion that the act suspending the writ of *habeas corpus* in certain cases does not confer upon the President and others under him the power to arrest and hold persons arrested without proper warrant under oath, a power that they could not exercise without it, then it is useless to say more; and after reading that letter, and the order of General Cooper alluded to in it, you are still of the opinion that personal liberty is not jeopardiz d by it, and that no blow is struck by it at the very "vitals of liberty," then, indeed, you would not believe though one were to rise from the dead. So no more on those points.

I wish barely to say a few things on some other points. After speaking of the commendable tone of the Milledgeville speech you say, "Yet below the surface your *antipathy* to the President is perceptible to any one acquainted with your *opinions* of the *man*" (underscoring mine), and on this point you say, "I think you had as well have fully unbottled your wrath; for, after all, you are as well understood, in the estimation of the country, to be hostile as if you had avowed it." And you go on to say that I will necessarily be classed "with those whose *palpable object* it is to *organize* a party in opposition to the *administration*" (*underscoring* all mine); and further on you say that my antipathy to Davis has misled my judgment, or I have allowed my antipathy to him to mislead my judgment.

For your candor and frankness in all this I sincerely thank you, for it is conclusive evidence to me that such are your opinions, and I allude to these matters for the sole purpose of correcting an erroneous impression on your mind.

I assure you I have no *antipathy* to Mr. Davis, nor am I *hostile* to him; and if there is an object, or intention, or wish with any to organize a party in opposition to the *administration*, I know nothing of it—have heard nothing of it. As to the late movement on the action of Georgia upon the subject of the *habeas corpus*, and the resolution in relation to the terms upon which peace should be sought, I think I know as much as anybody else. If any one is responsible for it, no one is more so than myself. It is true that those resolutions were not drawn up by me, but they were prepared by Mr. Linton after full consultation; prepared at his house before he went to Milledgeville. And as for Mr. Davis or his administration they had but little to do with it—nothing in the world, except in so far as they fall within the scope of the point as stated. They did not rise to the dignity of a moment's serious consideration, or thought, one way or the other. Greater objects by far were then engrossing my attention, and Linton's too, I think.

As for Mr. Davis, I repeat again I have no feelings of antipathy, much less hostilty. What opinions you may think I entertain of him, as you intimate, I know not; but I have no hesitancy in stating to you freely and frankly, and most confidentially, what my opinions of him are. They are much more akin to suspicion and jealousy than of animosity or hate. While I do not and never have regarded him as a man of any marked genius, yet I have regarded him as a man of good intentions, weak and vascillating, timid, petulant, peevish, obstinate but not firm. Am now beginning to doubt his good intentions. I say doubt, for after watching him closely I am not satisfied in my own mind, or arrived at any conclusion, whether some of his shortcomings are to be attributed to weakness or bad purposes. These are my real sentiments, and my reasons for them are these: Since his elevation to power he has changed many of his former State-rights principles, as in case of conscription. His whole policy on the organization and discipline of the army is perfectly consistent with the hypothesis that he is aiming at absolute power. Not a word has come from him of military usurpation in the orders for martial law by Bragg and Van Dorn on the whole system of passports and provost-marshals, which is utterly wrong and without authority of law. After all that has been said or written by myself and others against these usurpations, not one word has escaped Mr. Davis showing his disapproval of them. Again, it is well known that the subject of a dictatorship has been mooted, talked of, and discussed in private and in the public journals, and that the most earnest advocates of such a course—the virtual doing away with Congress and the Constitution—have been editors near him, right under his nose; editors of journals recognized at the time to be organs of the administration. Now, it seems to me strange that this should be so, and men holding and advocating such sentiments for months should hold such near relations to him if such sentiments were distasteful

to him. These are bad signs to me, yet they are not conclusive evidences of bad objects or intentions on his part. They leave me in doubt, but certainly awaken my suspicion and watchful jealousy. They teach me to be on my guard, and they should, in my opinion, put the whole country on their guard. The price of liberty is eternal vigilance. But again I assure you I feel no more hostility to him than I do to you and great numbers I meet with who see no danger in these things. My hostility and wrath (and I have enough of it to burst ten thousand bottles) is not against him, or any man or men, but against the thing—the measures and the policy—which I see is leading us to despotism. If you can understand and appreciate this position and these feelings, then you can understand me; and if you cannot, then you do not understand me, and cannot. But I trust you do. How you could have got the impression, or entertained the thought, that I had an antipathy to Mr. Davis, or was hostile to him, is strange and unaccountable to me. You surely have heard me in conversation speak of his weakness and imbecility, but certainly with no bitterness of feeling, and what I have said on this subject has always been more in sorrow than anger. I had no more feeling of resentment towards him for these than I had towards the defects and infirmities of my poor old blind and deaf dog that you saw when you were here. Poor old Ris; he is dead now, and gone to his long rest. Peace to his ashes and honor to his memory. While I deplore his infirmities I certainly have no feeling of unkindness to him. As to what you say about the *administration*, one word: I hardly know what idea you attach to this term as used by you. If you mean the cabinet, then they are sustained by neither the Congress nor country, and when their recommendations were rejected by Congress, if they had had any self-respect they would have resigned their places. If you mean the acts and messages of Congress, then I am confident not one-tenth of the people of this country approve them. I would stake my head upon the issue that not ten districts in the Confederacy could be carried in a congressional election for a candidate running on the advocacy of the four leading measures of the last Congress, and pledged to sustain them as the settled policy of the country. This cry of sustaining the administration, you will allow me to say with all due respect to you, is nothing but a stupid, senseless cachinnation. Nobody approves it. I heard that General Cobb in his speech at Milledgeville said all these acts of Congress were proper, wise, and just; and yet I do know that General Cobb spoke very differently to me of some of them before they were passed. Why will men thus degrade themselves by attempting to bamboozle the people; and how are we to get better laws, if bad ones, that all feel and know to be bad, are not denounced and true principles proclaimed?

I said but little about the tax and currency question in Milledgeville, because money at best, in my estimation, is but trash. Greater and more vital interests were in jeopardy.

Now, I am done with all these matters to you. I wished to put myself with you on certain points. I hope I have done so. Hereafter I will write on other matters. I do not know yet when I can get to see you. It still continues to rain, and I cannot get my corn in the ground. I must see after that before I can leave home. But I must add, in conclusion, that you are, I think, mistaken in supposing that the late movement in Georgia was started with any view towards the organization of a party against Mr. Davis or his administration. I know all about that movement, if allusion is made to Governor Brown's message. I advised it from stem to stern, and approve it. I don't mean the language, but the policy and the course taken, and I know I had no such object, thought of none such, nor dreamed of any such. It is the proclamation and vindication of great essential truth that I desired to see set forth at the right time and on a proper occasion. But, again, enough.

What I have written to you is with that freedom and frankness I always use in writing to one who holds such high place in my esteem, and I trust you will so consider it and appreciate it. Let me hear from you when you have leisure to write, and as we cannot agree on these great questions, let us entertain ourselves on other topics.

Yours, truly,

ALEXANDER H. STEPHENS.

Hon. H. V. JOHNSON,
Sandy Grove, Ga.

SAINT LOUIS, MO., *December* 7, 1884.

The foregoing is a true copy of an original letter loaned me by Dr. H. C. Robbins, of Creston, Ogle County, Illinois, who was formerly surgeon of the One hundred and first Illinois Infantry, who obtained it on the premises of H. V. Johnson, at Sandy Grove, Ga., in the autumn of 1864.

W. T. SHERMAN,
General.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 37.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING,

In compliance with Senate resolution, January 13, 1885, Circular No. 282, regarding the assessment and exportation of spirits.

JANUARY 19, 1885.—Laid on the table and ordered to be printed.

TREASURY DEPARTMENT, *January* 15, 1885.

SIR: In compliance with the resolution of the Senate of the 13th instant, calling on the Secretary for "copies of all orders, regulations, and decisions, and correspondence, made or approved by him since the 20th of December, 1884, relating to the collection, postponement, or remission of the tax upon distilled spirits intended to be exported," I have the honor to transmit herewith several copies of "Circular No. 282, assessment and exportation of spirits," dated the 3d instant.

Very respectfully,

H. MCCULLOCH,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

[Circular No. 282.]

ASSESSMENT AND EXPORTATION OF SPIRITS.

1885.—Department No. 4.]

TREASURY DEPARTMENT,
INTERNAL-REVENUE OFFICE,
Washington, D. C., January 3, 1885.

Under date of 24th ultimo, the Attorney-General of the United States annnounced the following opinion:

"*The Secretary of the Treasury:*

"SIR: Yours of the 15th asks the following questions: 'Whether the Treasury Department has the power to make a regulation by which distilled spirits can be permitted to remain in a distillery warehouse after the expiration ot three years from the date of entry therein, upon filing by the distiller or owner of the spirits of a declaration of his purpose to export the same in good faith, and the giving of a bond to do so within a given period.'

"Upon consideration, I submit that it has such power.

"The exportation or transportation bond frees the spirits, for the time being, from any obligation for a domestic tax, and of course from the operation of the distillery-warehouse bond. The giving of such first-named bond is one of the acts by the owner which go to constitute the complex transaction of exportation. Until exportation is perfected, the spirits also remain subject to a tax-lien on behalf of the Government. Therefore, whilst by the inception of the transaction of exportation the spirits are transformed into a different subject-matter from that upon which the distillery-ware-

house bond had operated, they nevertheless remain one upon which the United States have a specific contingent charge, in all respects perhaps, except that of contingency, the same as what it previously had. There is, therefore, no *statutory* reason why it may not, for a period reasonably required in the process of exportation, remain in the same custody as before, even after three years. Manifestly, upon the face of it, a wide difference exists in this respect betwixt the conditions towards the Government of such spirits and that of *tax-paid* spirits. This difference is recognized in the provision of section 3288, Revised Statutes.

"I have spoken of statutory reasons because it is this class only that affects the *power* of the Secretary of the Treasury hereupon. The *regulatory* reasons, so to say, for this or that custody are for him to adjust. These latter reasons control the subject-matter of which you speak.

"Very respectfully,

"S. F. PHILLIPS,
"*Solicitor-General.*

"I concur in the above opinion.

"BENJAMIN H. BREWSTER,
"*Attorney-General.*

"*December* 24, 1884."

There being no doubt of the *legal* right of the owner to export spirits *free of tax*, and no objection being seen to giving the time reasonably and fairly necessary therefor, in deference to the above opinion, the following modification of the instructions of this office governing assessments and the exportation of domestic spirits are issued:

Hereafter, collectors will list and report monthly, on Form 23, for assessment, all spirits which have remained in warehouse more than three years from the date of the warehousing bonds, except such as are covered by transportation or exportation bonds filed with and duly approved by them prior to the date of the preparation of the lists and of the conditions of which bonds there has been no breach.

Collectors will also report spirits for assessment which have remained in distillery warehouse more than three years from the date of the warehousing bond, although covered by transportation or exportation bonds, in case the spirits are not withdrawn from the warehouse within the time named in the bond for the delivery of the spirits at the port from which they are to be exported.

All applications of the principal and sureties for an extension of the time in any transportation or exportation bond, conditioned for the delivery of the spirits to the collector of customs or for the delivery thereof on board ship, should be in writing, specifically setting forth the grounds therefor, and the collector of internal revenue will forward the application to the Commissioner of Internal Revenue for action. The officer forwarding the application will indorse his opinion thereon as to the propriety of granting the same, and will certify as to whether the bond is good and sufficient, and as to whether any loss will probably occur by granting such extension.

Under the present practice, collectors are required to report to this office such of the listed spirits as are withdrawn between the time of listing and the actual assessment. They will hereafter, at the time of reporting listed spirits as withdrawn, upon payment of tax before assessment, also report those covered by such bonds so approved by them since listing.

The Regulations, Series 7, No. 4, are hereby amended by striking out the words "thirty days" in the condition of the bonds prescribed in articles 10 and 11 thereof, and collectors are directed to substitute therefor such time, not exceeding seven months, as in their opinion may be reasonably required in the process of the exportation of the particular spirits to be covered by the bond, including required *bona fide* and necessary delays in the warehouse caused by operations incidental to exportation subsequent to the filing of the bond, such as the affixing of stamps, arrangements with transportation companies, procurement of bills of lading (which, under the law, must be furnished *before* spirits can be withdrawn from the warehouse); also, necessary delays which may occur in promptly securing ocean transportation to the port of destination.

Collectors will be careful to see that the required declaration of intention to export is clear and explicit, and that this and all the other proceedings are in good faith; that the export stamps are paid for; taxes on deficiencies paid; bonds with ample security furnished; and all steps taken which, under the law, are incidental to this transaction by the inception of which, in the language of the Attorney-General, "the spirits are transformed into a different subject-matter from that upon which the distillery-warehouse bond had operated," and which, in his opinion, "frees the spirits for the time being from any obligation for a domestic tax."

WALTER EVANS,
Commissioner.

Approved, January 6, 1885.

H. McCULLOCH,
Secretary of the Treasury.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 38.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

A tracing of the plat of the preliminary survey of the unconfirmed private land claim, No. 132, in the Territory of New Mexico, known as the Antonio de Salazar grant.

JANUARY 20, 1885.—Referred to the Committee on Private Land Claims and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 17, 1885.

SIR: I have the honor to transmit, herewith, a tracing of the plat of the preliminary survey of the unconfirmed private land claim, numbered 132, in the Territory of New Mexico, known as the Antonio de Salazar grant, Antonio de Salazar & Bros., claimants.

This plat is transmitted, that it may be filed with the report of the surveyor-general of New Mexico, under the 8th section of the act of Congress, approved July 22, 1854 (Stats. 10, p. 308), in this case, a copy of which was sent to you by this Department December 4, 1884.

Very respectfully, your obedient servant,

M. L. JOSLYN,
Acting Secretary.

The Hon. PRESIDENT OF THE SENATE PRO TEMPORE.

O

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 39.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Letter of the Secretary of State, submitting report in relation to the foreign trade of Mexico, Central and South America, the Spanish West Indies, Hayti, and San Domingo.

JANUARY 20, 1885.—Read and referred to the Committee on Commerce and ordered to be printed.

To the Senate:

In response to the resolution of the Senate passed December 16, 1884, I transmit herewith a letter of the Secretary of State of the 19th instant, submitting a report containing certain information in the Department of State in relation to the foreign trade of Mexico, Central and South America, the Spanish West Indies, Hayti, and San Domingo; and also in relation to the share of the United States in the trade in question.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
Washington, January 20, 1885.

To the President:

The following resolution of the Senate, passed December 16, 1884, has been referred to this Department for the preparation of the very comprehensive statistical information therein requested:

Resolved, That the Secretary of State is hereby directed to communicate to the Senate any information which he has, or which may be accessible to him, in regard to the extent and character of the foreign trade of Mexico, the Central and South American states, and the islands of Cuba, Porto Rico, and San Domingo; such information to include, if possible, a detailed statement of the value and character of the manufactured and other articles comprising the imports and exports of such states and islands, and also the share of the United States in the trade of each and the portion of such imports and exports transported in vessels belonging to citizens of the United States.

In response to this resolution the undersigned has the honor to lay before the President the accompanying report for transmission to the Senate, should it be deemed compatible with the public interests so to do. Under the most favorable conditions the mere tabulation of the details of foreign commerce, as requested in the resolution, would be a work of difficulty; but when to this is added the careful examination and analyzation made necessary by the very conflicting official returns as well as by the absence, in many cases, of direct statistics, the report conveys a very inadequate idea of the labor expended in its preparation.

The undersigned has the honor to call particular attention to some of the more important points in this report:

First. The details as to the foreign commerce of the countries named, including their general imports and exports, as well as the imports and exports by articles, and their value, from and to England, France, and the United States, are given in the following order: Mexico, the Central American states, and British Honduras; South America, commencing with the United States of Colombia, then Venezuela, the Guianas, Brazil, Uruguay, the Argentine Republic, Chili, Bolivia, Peru, and Ecuador; then follow Cuba and Porto Rico, Hayti and San Domingo.

Second. A summary of the total imports and exports of each of the countries, colonies, and islands, and the share therein of England, France, and the United States.

Third. The direct trade of the United States with each of the countries, colonies, and islands, during the fiscal year 1884, and the amount thereof carried in American and foreign vessels.

The more important imports into these countries and colonies are cotton manufactures, iron and steel and their manufactures, machines, engines, implements, &c., and hardware and cutlery. This trade is chiefly controlled by England, the United States holding the second place, and France the third. It is to be regretted that there are no statistics available concerning the share of Germany, which is undoubtedly considerable.

The following statement shows the exports from England, France, and the United States to Mexico, Central and South America, the Spanish West Indies, Hayti, and San Domingo, of cotton goods, iron and steel, machines and implements, and hardware and cutlery, during the calendar year 1883 for England and France, and the fiscal year 1884 for the United States:

Articles.	England.	France.	United States.
Cotton manufactures	$45,738,000	$6,215,000	$4,563,000
Iron and steel	11,090,000	3,339,000	2,810,000
Machinery, engines, implements, &c	8,022,000	1,157,000	6,820,000
Hardware and cutlery	3,505,000	114,000	1,254,000
Total principal articles	68,355,000	10,825,000	15,447,000
All other articles	43,828,000	66,388,000	48,643,000
Grand total exports	112,183,000	77,213,000	64,090,000

Deducting "foreign goods" from the exports of the three nations we get the following figures:

Exports of British goods	$102,430,000
Exports of French goods	58,082,000
Exports of American goods	60,959,000

showing that "foreign goods" (that is, goods exported from a country in which they were not grown or manufactured) were exported to the following amounts:

By England	$9,573,000
By France	19,131,000
By the United States	3,136,000

It further appears that the exports from the United States to Mexico and Central America are greater than those of either England or France, while our exports to South America are less than one-third of those of England, and only one-half of those of France.

Our exports to the Spanish West Indies, Hayti, and San Domingo

are nearly equal in value to the combined export thither of England and France.

The imports into the United States from Mexico and Central America are greater than the imports from those countries into both England and France, while our imports from South America are much less than the imports therefrom of either England or France. This latter condition is principally due to the large export value charged to England in Chilian returns ($53,773,000 in the Chilian returns against only $16,696,000 in the British returns), and to the large import into France of Argentine wool (some $22,000,000), and hides and skins ($11,560,000).

As to the trade of Brazil, while we import therefrom products to the value of $50,266,000 against $29,835,000 imported therefrom into England, and $24,216,000 into France, we export thither goods to the value of only $8,695,000, while England sends to Brazil goods valued at $34,092,000, and France goods valued at $15,657,000, so that our imports from Brazil are about one-half of the total export of that country, while we send there only a little more than one-ninth of the total value of goods brought into that Empire.

The imports into the United States from Cuba and Porto Rico, as shown by the statement submitted, amount to $64,072,000, while England and France united import from those islands only some $8,000,000. The exports to Cuba and Porto Rico from England alone amount to $1,800,000 more than are sent there by the United States. Based upon the official returns of the principal countries into which the products of Cuba and Porto Rico are imported, the value of the total exports of those islands may be estimated at about $75,000,000.

It further appears that the direct trade of the United States with the countries, colonies, and islands under review is as follows:

Total imports into the United States therefrom	$159,004,000
Imported in American steam vessels	35,796,000
Imported in American sailing vessels	44,511,000
Total import in American vessels	80,307,000
Imported in foreign steam vessels	48,188,000
Imported in foreign sailing vessels	28,923,000
Total import in foreign vessels	77,111,000

Of our total imports from South America, $75,753,000, the amount brought in American vessels (steam $9,893,000, and sail $16,106,000) was only $25,999,000 against $49,664,000 in foreign vessels (steam $32,003,000, and sailing $17,661,000). It is only in our imports from the Spanish West Indies, Mexico, and Central America that American prevails over foreign tonnage; viz, American vessels, $54,308,000, against $27,437,000 in foreign vessels.

Total exports from the United States to the countries, colonies, and islands under review, $64,719,000. Exported in American vessels (steam, $23,080,000; sail, $20,075,000), $43,155,000. Exported in foreign vessels (steam, $9,002,000; sail, $9,019,000), $18,021,000.

So it appears that foreign vessels bring to the United States from South America double the imports brought in American vessels. Upon this peculiar feature of our carrying trade the following details are given:

Imports into the United States from South America:	
In foreign vessels	$49,664,000
In American vessels	25,999,000
Exports from the United States to South America:	
In American vessels	19,938,000
In foreign vessels	11,282,000

Of our total imports from South America foreign steam-vessels brought products to the value of $32,003,000, against $9,893,000 in American steam-vessels; while of our total exports to South America foreign steam-vessels carried goods to the value of only $4,040,000, against $9,351,000 in American steam-vessels.

The principal reason assigned for this radical carrying difference is as follows: The round trips of the great European lines of steam-vessels are expedited on the following programme: From Europe, laden with European manufactures, for South America; from South America, laden with South American products, for the United States; from the United States, laden with our products, for Europe; thus completing the circle to the advantage of European trade, only a very few foreign steam-vessels carrying American products to South America.

Of the total imports into the United States from the countries and colonies under consideration, Cuba and Porto Rico excepted, goods to the value of $71,600,000 were admitted free of duty, against $22,097,000 on which duty was assessed.

Of the total imports from Cuba and Porto Rico the goods admitted free of duty amounted to only $1,555,000, against dutiable imports amounting to $62,517,000.

For further details, the undersigned refers to the accompanying report, which is presented as containing as full and as explicit information in relation to the foreign trade of Mexico, Central and South America, the Spanish West Indies, Hayti, and San Domingo, as it is possible to compile from existing international statistics.

Respectfully submitted.

FRED'K T. FRELINGHUYSEN.

DEPARTMENT OF STATE,
January 19, 1885.

FOREIGN COMMERCE OF MEXICO.

The following statements concerning the nature and the value of Mexican exportations for the first, second, and third quarters of the year ended June 30, 1884, are compiled from official returns; the statistics for the fourth quarter are estimates for the completion of the year.

MEXICAN EXPORTATIONS.

Quarters.	Precious metals.	Merchandise.	Total.
First	$7,986,000	$2,828,000	$10,814,000
Second	8,833,000	2,906,000	11,739,000
Third	9,478,000	3,775,000	13,253,000
Fourth	10,078,000	4,000,000	14,078,000
Total	36,375,000	13,509,000	49,884,000

The distribution of this trade among the principal countries was as follows:

Exported to—	Precious metals.	Merchandise.	Total.
The United States	$13,100,000	$9,375,000	$22,475,000
England	19,800,000	2,200,000	22,000,000
France	2,561,000	560,000	3,121,000
Germany	528,000	840,000	1,368,000
All other	386,000	534,000	920,000
Total	36,375,000	13,509,000	49,884,000

MEXICAN EXPORTS, BY ARTICLES, FISCAL YEAR 1883–'4.

Articles	Value.	Articles.	Value.
Precious metals:		Products other than precious metals —Continued.	
Coined silver	$28,725,000	Lead	$160,000
Bar silver	5,453,000	Medicinal roots	155,000
Silver ore	921,000	Chewing gum	124,000
Sulphuric ore	87,000	Honey	89,000
Coined gold	158,000	Frijoles	88,000
Bar gold	734,000	Fruit	82,000
Foreign-coined gold	23,000	Extract of logwood	77,000
Foreign-coined silver	226,000	Bristles	73,000
All other	48,000	Pearl shells	69,000
Total	36,375,000	Archil	53,000
		Copper	49,000
Products other than precious metals:		Cathartic medicine	39,000
Heniquen	$4,476,000	Pearls	35,000
Woods	2,020,000	Sarsaparilla	32,000
Hides	1,868,000	Anil	33,000
Coffee	1,669,000	Chick-peas	20,000
Live animals	554 000	All other	353,000
Istle	444,000		
Vanilla	297,000	Total productions other than precious metals	13,509,000
Tobacco	256,000		
Caoutchouc	208,000	Total exports of all kinds	49,884,000
Sugar	184,000		

MEXICAN TRADE WITH ENGLAND, FRANCE, AND THE UNITED STATES.

Statement showing the imports into England, France, and the United States from Mexico.

[For the calendar year 1883 for England and France, and the fiscal year 1883–'84 for the United States.]

Articles.	Imported into—		
	England.	France.	United States.
Chemicals, drugs, dyes, &c.:			
Dye-woods	$811,000	$629,000	$158,000
Gums			96,000
Vanilla beans		130,000	342,000
All other			60,000
Total	811,000	759,000	656,000
Live animals:			
Cattle			*418,000
			252,000
Horses			*92,000
			170,000
Sheep			*1,000
			2,000
All other			*2,000
			23,000
Total			960,000
Heniquen	620,000	194,000	2,914,000
Pearls, &c			63,000
Sugar	206,000		25,000
Tobacco, and manufactures of			26,000
Wool			38,000
Fruits			70,000
Silver ore	131,000		
Honey	81,000		
Oleaginous grains	54,000		
Pearl shell	47,000		
All other articles	332,000	322,000	600,000
Total merchandise	3,541,000	1,537,000	9,016,000
Coin and bullion:			
Gold bars and bullion			91,000
Gold coin			25,000
Silver bars, &c			2,838,000
Silver coin			9,935,000
Total			12,889,000

*Admitted free of duty.

Statement showing the exports from England, France, and the United States to Mexico.

[For the calendar year 1883 for England and France, and the fiscal year 1883–'84 for the United States.]

Articles.	Exported from—		
	England.	France.	United States.
Manufactures:			
Cotton manufactures	$2,725,000	$1,756,000	$793,000
Iron and steel, and manufactures of	1,730,000	231,000	744,000
Machinery, engines, implements, &c	864,000	132,000	1,356,000
Woolen manufactures	539,000	707,000	.....
Linens	369,000	146,000	.....
Hardware and cutlery	243,000	.....	360,000
Apparel and haberdashery	38,000	370,000	69,000
Silk manufactures	35,000	243,000	3,600
Jewelry, gold and silver	35,000	2,586,000	46,000
Jewelry, cheap, and plated ware	35,000	101,000	9,000
Leather, and manufactures of	35,000	346,000	131,000
Paper, books, stationery, &c	35,000	277,000	195,000
Toys, fans, opera glasses, &c	35,000	235,000	8,400
Pottery and glassware	35,000	150,000	223,000
Prepared medicines	35,000	63,000	57,000
Furs	35,000	65,000	.....
Candles	35,000	60,000	77,000
Carriages and wagons	.....	.....	66,000
Railway cars	.....	.....	160,000
Gunpowder and other explosives	.....	.....	332,000
India-rubber goods	.....	.....	55,000
Scientific instruments	.....	.....	52,000
Lamps and lampware	.....	.....	45,000
Bottled beer and ale	.....	.....	132,000
Quicksilver	144,000	.....	196,000
Soaps	.....	.....	46,000
Refined sugar	.....	.....	78,000
Wood manufactures	.....	.....	288,000
All other manufactures	864,000	1,177,000	553,000
Total manufactures	7,489,000	8,665,000	6,137,000
Unmanufactured articles:			
Wines	5,000	617,000	16,000
Fish	.....	88,000	47,000
Olive oil	.....	65,000	.....
Live animals:			
Cattle	.....	.....	129,000
Horses and mules	.....	.....	64,000
Sheep	.....	.....	359,000
All other	.....	.....	20,000
Total live animals	.....	.....	572,000
Breadstuffs:			
Indian corn	.....	.....	1,403,000
Bread and biscuit	.....	.....	60,000
Flour	.....	.....	174,000
All other	.....	.....	41,000
Total breadstuffs	.....	.....	1,678,000
Provisions and dairy products	.....	.....	300,000
Coal	.....	.....	82,000
Cotton	.....	.....	1,196,000
Kerosene	.....	.....	198,000
Leaf tobacco	.....	.....	132,000
Lumber and timber	.....	.....	532,000
All other unmanufactured articles	379,000	350,000	1,814,000
Total unmanufactured	384,000	1,120,000	6,567,000
Total exports	7,873,000	9,785,000	12,704,000

In the foregoing exports "foreign merchandise"—merchandise not the produce or the manufacture of the countries exporting the same—is included to the following amounts:

Exported from the United States	$1,615,000
From England	330,000
From France	5,211,000

The true export trade of the three countries was as follows during the year recited:

United States	$11,089,000
England	6,543,000
France	4,574,000

The nature of the "foreign goods" exported from each of the three countries was as follows:

From the United States.—Cocoa, coffee, spices, cotton goods, fancy articles, jute and hemp goods, steel railway bars ($631,000), and other manufactures of steel and of iron, rice, sugars, tobacco, cigars, wines, &c.

From England.—Quicksilver, spices, raw silk, cotton manufactures, iron manufactures, wine, &c.

From France.—Of the $2,586,000 worth of jewelry (manufactures of gold, silver, and platina) exported from France to Mexico, as shown in the foregoing statement, all but $60,000 worth was "foreign." On referring to the imports into France from Germany it is found that the manufactures of gold and silver (jewelry) for the year under review amounted to $6,584,000, of which only to the value of $229,000 were entered for consumption in France, showing that more than $6,300,000 worth thereof was re-exported. It is safe to assume, therefore, that the greater portion of the "foreign jewelry" shipped from France to Mexico was of German manufacture. The other "foreign goods" exported from France to Mexico were principally as follows: Cotton goods, $975,000 (of German and Swiss origin); silk goods, metal goods, woolens, wines, pottery and glassware, olive oil, candles, &c.

In this connection it is well to bear in mind that a large portion of the imports into Mexico through France are composed of German products, and in any correct estimate of the commercial relations of Germany with Mexico the proper deduction from "accredited" French trade must be made, otherwise the total trade showing of Mexico will have an apparent volume which in reality it should not have. Of the $5,211,000 worth of "foreign goods" shipped from France to Mexico during the year 1883, it is safe to assume that at least $3,000,000 was German.

RÉSUMÉ OF THE FOREIGN TRADE OF MEXICO.

An incorrect idea of the foreign commerce of Mexico still exists, notwithstanding the many publications by this Department of its volume and value. The principal difficulty has been the total absence of official statistics upon the subject other than those compiled by the principal countries holding commercial relations with Mexico. Our close commercial relations with Mexico, which should in the near future be greatly enlarged, make it important to carefully analyze that subject. The exports of Mexico, other than precious metals, for the year under review, as found by Mexican official returns, heretofore recited, amounted to $13,509,000. According to the official returns of the United States, England, and France, the imports into these three countries from Mexico, during the calendar year 1883, for England and France, and the fiscal year 1883–'84 for the United States, amounted to $14,094,000. Mexican returns charge the United States with $9,375,000 worth of exports, while our official returns credit Mexico with only $9,016,000. On the other hand British official returns credit Mexico with imports therefrom to the amount of $3,541,000, against a charge in Mexican returns of exports, for the same year, to England of only $2,200,000; while French returns credit Mexico with imports ($1,537,000) of greater value than the figures given in Mexican returns of exports to both France and Germany, which were $560,000 and $840,000, respectively.

The differences here noted may be explained as follows: The exports charged to the United States and which passed through to Europe without being entered among our imports, and the additional value, by reason of costs, charges, &c., placed upon the products on their arrival in Europe, would harmonize the statements, and leave the Mexican official estimates substantially correct.

If, say, 25 per cent. be added to the exports from the several countries for increase in value from the time of shipment until entered at the Mexican customs, a close approximation to the value of the importations of the Republic will be reached. Based upon this rule, the following statement has been made:

ESTIMATED IMPORTS OF MEXICO.

Whence imported.	Value.
From the United States*	$13,307,000
From England	9,429,000
From Germany	6,250,000
From France	5,718,000
From all other countries	7,875,000
Total imports	42,579,000

*Only 20 per cent. is added to the exports from the United States, 5 per cent. additional being allowed on European exports.

Of the estimated amount for "all other countries" in the foregoing statement, the following amounts are officially accounted for: Foreign goods from France (outside of the $3,000,000 credited to Germany, as already stated), $2,211,000; foreign goods from the United States, $1,615,000; making a total, officially accounted for, of $3,826,000, which, with the additional per centum, amounts to $4,780,000. This leaves for all other countries $3,098,000, which, it is thought, fully covers the imports therefrom.

In regard to the exports as given in statement 4, it may be well to show that, as compared with the preceding year, a very large decrease is noticeable, viz:

Exports from the United States.—During the fiscal year 1882–'83 the exports from the United States were as follows: American products, $14,371,000; foreign products, $2,217,000; total, $16,588,000, against a total during the year 1883–'84 of $12,704,000. This shows a decrease of $3,282,000 in American products and of $602,000 in foreign products, making a total decrease of $3,884,000.

With the exception of a decrease of something more than $1,000,000 in raw cotton, which was offset by the increase in Indian corn, the decrease here noted runs through the leading exports generally, steam-engines and locomotives, machinery, lumber of all kinds, &c., experiencing a marked decrease.

Exports from England.—Calendar year 1882, $9,516,000; calendar year 1883, $7,873,000, a decrease in British products of $1,521,000, and in "foreign products" of $122,000, a total decrease of $1,643,000, which took place almost wholly in cotton manufactures.

The decrease in the exports from France does not require special reference.

The following extract from a report from the consul at Paso del Norte, dated October 12, 1884, may be of interest in connection with this decrease in imports into Mexico:

> The principal events of the past fiscal year, affecting commercial interests, were the completion of the Mexican Central Railway to the city of Mexico and the open-

ing of the road for through traffic about April 1, 1884, and the establishment of a free zone along the border between the United States and Mexico from Matamoros to Nogales. These two events, and the ratification of the then pending reciprocity treaty between the United States and Mexico, were confidently expected to cause a degree of commercial activity heretofore unknown along the northeastern portion of Mexico, and of which Paso del Norte is the chief town and the *entrepôt* for the interior of Mexico. Upon the opening of the Mexican Central Railway, and anticipating the immediate establishment of the reciprocity treaty, representatives of the leading commercial houses of our principal cities visited the cities and towns of Mexico, and prepared to actively compete for their trade.

FOREIGN COMMERCE OF CENTRAL AMERICA.

The latest statistics at hand concerning the foreign commerce of Central America, approaching to official exactness, are for the year 1881, for which year the value of the trade by States was as follows:

States.	Imports.	Exports.
Costa Rica	$3,000,000	$4,200,000
Guatemala	2,950,000	4,178,000
Honduras	750,000	650,000
Nicaragua	1,100,000	1,800,000
Salvador	2,300,000	3,500,000
Total	10,000,000	14,328,000

With this statement as a basis, and by comparison with later statistics of the United States, England, and France, a very close approximation may be reached of the present value of the trade of Central America, viz:

Statement showing the direct trade of England, France, and the United States with Central America during the calendar years 1880 *and* 1883 *for the two first countries, and the fiscal years* 1880–'81 *and* 1883–'84 *for the United States.*

Into—	Imports from Central America.			From—	Exports to Central America.		
	1880–'81.	1883–'84.	Increase.		1880–'81.	1883–'84.	Increase and Decrease.
England	$6,507,000	$7,513,000	$1,026,000	England	$3,310 000	$3,747,000	$+197,000
France	684,000	860,000	176,000	France	761,000	396,000	−365,000
United States	3,160,000	6,161,000	3,001,000	United States	1,625,000	3,178,000	+1,535,000
Total	10,351,000	14,534,000	4,203,000	Total	5,696,000	7,081,000	+1,385,000

It is not safe to assume that the trade of Central America with all countries other than the above increased in proportion to the trade with the United States. Adding the apparent increase to the statement showing the total trade in 1881, gives the following results: Imports, $11,385,000; exports, $18,531,000. A fair approximation to the total present trade of Central America would be: Imports, $12,375,000: exports, $20,000,000.

The character of the foreign commerce of Central America, and the shares of England, France, and the United States therein, are shown in the following statements:

EXPORTS OF CENTRAL AMERICA.

Articles.	Imported into—		
	England.	France.	United States.
Coffee	$5,520,000	$101,000	$2,288,000
Indigo	1,060,000	65,000	116,000
Cocoanuts	.....	.....	125,000
India rubber and gutta-percha	110,000	.....	1,373,000
Hides and skins	106,000	28,000	557,000
Sugar	53,000	.....	184,000
Dye-woods	95,000	656,000	12,000
All other	569,000	10,000	506,000
Total	7,513,000	860,000	6,161,000

Of the imports into the United States, "free goods" amounted to $5,971,000, and dutiable to only $190,000.

IMPORTS OF CENTRAL AMERICA.

Articles.	Exported to Central America from—		
	England.	France.	United States.
Manufactures:			
Cotton goods	$2,376,000	$11,000	$292,000
Machines, engines, implements, &c	175,000	26,000	236,000
Iron, and manufactures of	238,000	.....	266,000
Hardware and cutlery	83,000	.....	29,000
Apparel and haberdashery	146,000	.....	66,000
Bags and sacks	82,000	.....	6,000
Leather and leather goods	45,000	.....	60,000
Woolens	120,000	.....	18,000
All other	345,000	199,000	690,000
Total manufactures	3,610,000	236,000	1,663,000
Breadstuffs:			
Flour	.....	.....	556,000
All other	.....	.....	83,000
Provisions	.....	.....	196,000
Lumber	.....	.....	104,000
Wines and liqueurs	.....	160,000	.....
All other unmanufactured	137,000	.....	576,000
Total	3,747,000	396,000	3,178,000

FOREIGN COMMERCE OF BRITISH HONDURAS.

The foreign commerce of British Honduras, according to official statistics, was as follows during the year 1883: Imports, $1,164,000; exports, $1,253,000; distributed as follows:

From and to—	Imports.	Exports.	Total trade.
England	$591,204	$666,000	$1,257,204
The United States	498,247	327,000	825,247
Central American States	60,600	172,000	232,600
All other countries	13,949	88,000	101,949
Total trade	1,164,000	1,253,000	2,417,000

Of the exports above given, products to the value of $373,000 were "foreign," the greater portion of these going to the Central American States and to the United States—those going to the former being composed principally of British cottons and other British manufactures, while those shipped to the United States were composed of Central American States products.

Turning to British and American official statistics, we find that England imported from British Honduras during the year 1883 products to the value of $1,210,000 and exported thereto manufactures to the value of $685,000. It thus appears that while the imports into England are nearly double the exports to England, as given in the colonial returns, the imports into British Honduras from England are given as being $94,000 less than the declared value of the same when cleared through the English customs.

The principal exports of British Honduras consist of fine woods, dyewoods, fruits, coffee, sugar, &c.

British exports thereto, in the order of their value, consist of cotton goods, apparel and haberdashery, soap, woolens, iron and manufactures of, linens, hardware and cutlery, arms and ammunition, beer and ale, silk goods, cordage, earthen and glass ware, &c. "Foreign goods," to the value of $110,000, were among British exports to the colony during the year 1883.

The principal exports from the United States to British Honduras consist of breadstuffs and provisions, cotton goods, hardware and cutlery, leather, tobacco, machinery, and a general assortment, in small lots, of other manufactures.

FOREIGN COMMERCE OF THE UNITED STATES OF COLOMBIA.

The latest official statistics at hand showing the foreign commerce of the United States of Colombia are for the fiscal year 1882, which give the following results, the peso being estimated at 82.3 cents, United States Treasury valuation: Imports, $11,600,000; exports, $11,356,000.

The direct trade therewith of England, France, and the United States alone, according to their official returns, is greater than the figures given from Colombian returns for the entire trade of the country, as will be seen by the following statement:

To and from—	Imports from the United States of Colombia.	Exports to the United States of Colombia.	Total.
England	$3,804,000	$6,089,000	$9,893,000
France	3,971,000	5,983,000	9,954,000
The United States	3,892,000	6,481,000	10,373,000
Total	11,667,000	18,553,000	30,220,000

There are two ways of accounting for this difference, which, in the case of exports to Colombia (imports into Colombia), is very marked, viz, either the figures given in the Colombian returns are undervaluations or they represent only the goods entered for consumption, the remainder passing on through the Isthmus (save such as are consumed on the Isthmus) to South and Central America without being entered

at the Colombian customs. As the estimates for a large portion of South America must, per force, be based on American, British, and French official statistics, it follows, if harmony is to be preserved, that the foreign trade of Colombia must be also based on the same statistics, a rule adopted in the letter of the Secretary of State showing the commerce of South America in 1880.

The total trade of the United States of Colombia, that portion passing through as well as that portion entered for consumption, may be therefore estimated as follows: Imports, $23,000,000; exports, $14,500,000.

The following statements show the character of the foreign trade of the United States of Colombia and the shares therein of England, France, and the United States:

COLOMBIAN EXPORTS.

Articles.	Imported from Colombia into—		
	England.	France.	United States.
Peruvian bark	$1,905,000	$1,144,000	$184,000
Other barks	50,000	.....	.....
Dyestuffs and tannics	238,000	673,000	58,000
Raw cotton	340,000	.....	950
Coffee	422,000	1,113,000	888,000
Silver ore	233,000	.....	.....
Sugar	116,000	.....	20,000
Tobacco	38,000	73,000	.....
Caoutchouc	150,000	.....	854,000
Cocoa	14,000	536,000	15,000
Hides and skins	24,000	75,000	1,228,000
Fruits, nuts, &c.:	.....	70,000	160,000
Vegetable ivory	.....	.....	116,000
All other	274,000	208,000	368,000
Total	3,804,000	3,892,000	3,891,000

Free of duty, $3,860,000; dutiable, $31,000.

COLOMBIAN IMPORTS.

Articles.	Exported to Colombia from—		
	England.	France.	United States.
Cotton goods	$3,241,000	$772,000	$388,000
Woolens	398,000	646,000	10,000
Iron, and manufactures of	286,000	.....	316,000
Machines, engines, implements, &c	140,000	140,000	721,000
Hardware and cutlery	128,000	40,000	146,000
Linens	393,000	58,000	.....
Apparel and haberdashery	223,000	643,000	89,000
Toys, fans, opera-glasses, &c	.....	482,000	.....
Arms and ammunition	77,000	.....	186,000
Beer and ale	44,000	.....	62,000
Candles	34,000	.....	17,000
Rubber goods	44,000	.....	26,000
Coal	78,000	.....	30,000
Earthen, glass, and china ware	21,000	74,000	33,000
Leather, and manufactures of	72,000	792,000	122,000
Medicines, drugs, &c	15,000	137,000	199,000
Carriages, wagons, railway cars, &c	.....	.....	295,000
Clocks and watches	.....	73,000	31,000
Cordage, twine, &c	.....	47,000	67,000
Jewelry	.....	328,000	48,000
Lamps and lampware	.....	.....	29,000
Kerosene	.....	.....	50,000
Oils, various	.....	.....	41,000

COLOMBIAN IMPORTS—Continued.

Articles.	Exported to Colombia from—		
	England.	France.	United States.
Paints and painter's colors	.....	.....	$28,000
Paper, stationery, &c	.....	$183,000	90,000
Silk goods	.....	109,000	.....
Plated ware	.....	.....	26,000
Soap	.....	.....	91,000
Spirits and liqueurs	.....	.....	34,000
Refined sugar	.....	.....	216,000
Leaf tobacco	.....	.....	43,000
Tobacco manufactures	.....	.....	56,000
Lumber of all kinds	.....	.....	457,000
Manufactures of wood	.....	.....	427,000
Breadstuffs:			
Flour	.....	.....	364,000
All other	.....	.....	106,000
Provisions (meats, lard)	.....	.....	433,000
Dairy products	.....	.....	150,000
Books, maps, &c	.....	.....	32,000
Fish of all kinds	.....	54,000	136,000
Trunks and valises	.....	.....	36,000
Wine	.....	490,000	12,000
All other articles	.....	829,000	838,000
Total	$6,089,000	5,983,000	6,481,000

FOREIGN COMMERCE OF VENEZUELA.

According to a report by Consul Bird, of La Guayra, based on Venezuelan official returns, the foreign commerce of Venezuela was as follows, during the year 1883: imports, $10,859,000; exports, $14,220,000; a decrease in the first of $350,000, and an increase in the exports of more than $3,000,000 as compared with the year 1882. This increase took place in coffee ($2,000,000), cocoa, hides, &c.

The distribution of this trade is not given in the report alluded to, hence the necessity of recurring to British, French, and American statistics.

VENEZUELAN EXPORTS.

Articles.	Imported from Venezuela into—		
	England.	France.	United. States.
Coffee	$8,000	$3,203,000	$5,125,000
Copper ore and regulus	1,040,000	.....	.....
Tannics, dyes, and dye-woods	208,000	193,000	.....
Cocoa	4,000	1,390,000	115,000
Hides	5,000	.....	990,000
Hard woods	.....	170,000	.....
India rubber and gutta-percha	.....	.....	26,000
Chemicals, drugs, &c	.....	46,000	145,000
Guano	.....	.....	137,000
All other	325,000	54,000	136,000
Total	1,594,000	5,056,000	6,674,000

VENEZUELAN IMPORTS.

Articles.	Exported to Venezuela from—		
	England.	France.	United States.
Cotton manufactures	$2,330,000	$220,000	$339,000
Linen goods	140,000	25,000	.....
Machines, engines, implements, &c	119,000	21,000	109,000
Iron, and manufactures of	102,000	33,000	114,000
Hardware and cutlery	58,000	.....	52,000
Woolens	111,000	78,000	.....
Jute goods	82,000	.....	.....
Toys, fans, fancy goods, &c	.....	80,000	21,000
Leather, and manufactures of	.....	50,000	18,000
Jewelry	.....	45,000	11,000
Medicines	.....	30,000	56,000
Earthen, china, and glass ware	.....	21,000	26,000
Breadstuffs:			
Flour	.....	.....	518,000
All other	.....	.....	58,000
Provisions:			
Lard	.....	.....	312,000
All other	.....	139,000	128,000
Manufactures of wood	.....	11,000	82,000
Carriages, carts, &c	.....	.....	25,000
Cordage, twine, &c	.....	.....	77,000
Kerosene	.....	.....	78,000
Tobacco manufactures	.....	.....	50,000
All other articles	178,000	570,000	345,000
Total	3,120,000	1,323,000	2,419,000

FOREIGN COMMERCE OF BRITISH GUIANA.

According to colonial official returns, the foreign commerce of British Guiana was as follows for the year 1883: Imports, $10,000,000; exports, $15,400,000. While the value of the imports here recorded was exceeded in 1877 and in 1878, although not equaled in any preceding or intervening year, the value of the exports is the highest of any recorded year in the commercial history of the colony.

Of the total exports of 1873, raw sugar amounted to $12,505,000, and rum to $1,432,000, leaving only $1,463,000 for all other products.

As almost the entire foreign trade of British Guiana is with England and the United States, the statistics of these countries give the necessary details thereof.

The imports into the United Kingdom from the colony during the year 1883 amounted to $8,335,000, of which raw sugar amounted to $6,706,000, and rum to $1,117,000, leaving for all other articles, cocoa, woods, fruits, &c., only $512,000.

The imports from the colony into the United States during the fiscal year 1883–'84 amounted to $4,096,000, which, although $1,850,000 less than the imports of the preceding year, was an increase over the imports of 1880 of $2,186,000.

Of the total imports into the United States, raw sugar amounted to $4,061,000, leaving only $35,000 for all other products.

IMPORTS OF BRITISH GUIANA.

Articles.	Exports to British Guiana from—	
	England.	United States.
Apparel and haberdashery	$346,000	.....
Bags and sacks	92,000	.....
Beer and ale	165,000	.....
Coal	247,000	.....
Cordage, twine, &c	48,000	.....
Cotton manufactures	690,000	$23,000
Earthen, stone, and glass ware	77,000	1,000
Hardware and cutlery	87,000	4,000
Hats of all sorts	48,000	.....
Leather, and manufactures of	155,000	13,000
Linens	72,000	.....
Machines, engines, implements, &c	792,000	5,000
Manure	738,000	.....
Medicines	60,000	24,000
Iron, and manufactures of	296,0 0	10,000
Painters' colors and materials	44,000	.....
Breadstuffs (flour, $570,000)	.....	722,000
Provisions (meats, dairy products, &c.)	39,000	443,000
Soap	48,000	31,000
Wood, and manufactures of	64,000	254,000
Woolen goods	126,000	.....
Kerosene	.....	43,000
Tobacco, and manufactures of	.....	66,000
All other articles*	1,286,000	244,000
Total	5,520,000	1,184,000

* Including "foreign goods" from England—rice, butter, drugs, fish, guano, niter, spirits, tea, wines, &c.—to the value of $583,000, and from the United States to the value of $51,000.

FOREIGN COMMERCE OF DUTCH GUIANA.

The imports of Dutch Guiana may be estimated at $1,400,000, and the exports to $1,650,000, divided among the principal countries as follows:

Imports.—From England, $325,000; from the United States, $349,000; from Holland, $618,000; from all other places, $108,000.

Exports.—To England, $570,000; to the United States, $580,000; to Holland, $360,000; to all other places, $140,000.

The principal export of Dutch Guiana is sugar. The remaining exports are made up of small lots of cocoa, rum, woods, &c.

The imports from England consist of cotton goods, apparel, and haberdashery machinery, linens, coal, iron, and manufactures of, &c.

The imports from Holland consist of textiles, beer, butter, glassware, spirits, grain, leather goods, cheese, candles, oils, refined sugar, and tobacco manufactures.

The imports from the United States consist almost wholly of provisions and breadstuffs.

FOREIGN COMMERCE OF FRENCH GUIANA.

The exports of French Guiana, outside of native gold, do not amount to more than $75,000 per annum, of which France receives $65,000, the United States $2,300, and England only $90.

The imports into the colony amount to something over $1,600,000. With the exception of articles from the United States to the value of $102,000, and from England of $12,000, the entire imports are received

from France, and consist of wines, salted provisions, leather goods, cottons, flour, wearing apparel, metal goods, toys, rice, machines and implements, linens, oils, spirits and liqueurs, tobacco, fish, pottery and glassware, paper and stationery, refined sugars, soap, arms, &c.

FOREIGN COMMERCE OF BRAZIL.

According to official statistics for the year 1882, the latest at hand, the annual foreign commerce of Brazil is as follows: Imports, $79,169,000; exports, $93,185,000.

Of the total value of the exports of Brazil, sugar amounts to one-half and coffee to one-sixth, viz, $45,044,000 and $15,671,000, respectively.

The total trade is effected through the following ports in the proportions given:

FOREIGN TRADE OF BRAZIL, BY PORTS.

Ports.	Imports.	Exports.
Rio de Janeiro	$40, 027, 000	$37. 989, 000
Bahia	10, 470, 000	7, 779, 000
Pernambuco	11, 991, 000	11, 870, 000
Para	5, 400, 000	14, 243, 000
Santos	3, 700, 000	14, 900, 000
All other ports	7, 581, 000	6, 404, 000
Total	79, 169, 000	93, 185, 000

These figures may be taken as substantially representing the present trade of Brazil.

The particulars as to the character of the trade of Brazil, especially its import trade, can be best found in the official statistics of England, France, and the United States; German statistics are lacking in this connection.

BRAZILIAN EXPORTS.

[Year 1883 for England and France; fiscal year 1884 for the United States.]

Articles.	Imported from Brazil into—		
	United States.	England.	France.
Coffee	$30, 022, 000	$4, 946, 000	$17, 234, 000
Cotton		6, 229, 000	132, 000
Caoutchouc	7, 247, 000	9, 477, 000	338, 000
Raw sugar	10, 987, 000	4, 935, 000	18, 000
Bones, horns, &c		306, 000	88, 000
Cocoa	224, 000	281, 000	2, 277, 000
Drugs, chemicals, &c	113, 000	131, 000	40, 000
Fruits, nuts, &c	157, 000	132, 000	
Hides and skins	1, 034, 000	1, 078, 000	2, 760, 000
Isinglass		92, 000	
Cotton-seed		131, 000	
Fine woods		83, 000	290, 000
Fur skins		96, 000	
Wool		55, 000	62, 000
Ornamental feathers			200, 000
All other articles	482, 000	1, 863, 000	777, 000
Total*	50, 267, 000	29, 835, 000	24, 216, 000

* Of the imports into the United States $39,180,000 worth was entered free of duty. Of the total imports into France the imports entered for consumption amounted to only $11,600,000, the remainder being destined for other countries—of the coffee import only $4,882,000 was entered for consumption.

BRAZILIAN IMPORTS.

Articles.	Exported to Brazil from—		
	England.	France.	United States.
Cotton goods	$14,021,000	$1,158,000	$650,000
Iron and manufactures of	3,265,000	636,000	213,000
Machines, engines, implements, &c	2,604,000	207,000	533,000
Hardware and cutlery	1,126,000	.....	135,000
Apparel and haberdashery	320,000	1,147,000	61,000
Arms, ammunition, &c	743,000	38,000	26,000
Beer and ale	204,000	.....	17,000
Rubber goods	111,000	.....	19,000
Cement	252,000	.....	.....
Coals, cinders, and fuel	1,249,000	.....	50,000
Earthen, china, and glass ware	617,000	376,000	37,000
Jute goods	748,000	.....	.....
Leather, and manufactures of	962,000	2,946,000	29,000
Linens	480,600	154,000	.....
Medicines, drugs, and chemicals	213,000	393,000	133,000
Copper, and manufactures of	301,000	.....	.....
Lead, pig, pipe, sheet, &c	102,000	.....	10,000
Paints, and painters' colors	160,000	67,000	2,000
Silk goods	48,000	193,000	24,000
Telegraph wire and apparatus	311,000	.....	.....
Umbrellas and parasols	82,000	.....	.....
Woolens	1,501,000	1,389,000	2,000
Timber and lumber	.....	.....	329,000
Wood manufactures	.....	176,000	61,000
Breadstuffs:			
Flour	.....	.....	3,845,000
All other	.....	.....	45,000
Provisions:			
Lard	.....	.....	386,000
All other	.....	16,000	12,000
Dairy products, butter	.....	1,312,000	58,000
Carriages, carts, &c	.....	.....	117,000
Railway cars	.....	.....	185,000
Clocks and watches	.....	92,000	70,000
Scientific instruments, &c	.....	82,000	56,000
Lamps and lampware	.....	.....	43,000
Jewelry	.....	953,000	54,000
Kerosene	.....	.....	553,000
Paper, books, stationery, &c	.....	396,000	73,000
Soap	.....	.....	134,000
Toys, fans, opera-glasses, &c	.....	559,000	.....
Hats of all kinds	.....	289,000	.....
Artificial flowers and fashion articles	.....	129,000	.....
Wines	.....	733,000	.....
All other articles	4,672,000	1,981,000	753,000
Total	34,492,000	15,657,000	8,695,000

FOREIGN COMMERCE OF URUGUAY.

The latest official statistics at hand showing the value of the foreign commerce of Uruguay are for the year 1881,* and these give the following details:

FOREIGN COMMERCE OF URUGUAY.

From and to—	Imports.	Exports.	Total.
England	$5,381,000	$3,192,000	$8,573,000
France	2,907,000	4,070,000	6,977,000
Brazil	2,195,000	3,520,000	5,715,000
United States	1,270,000	3,867,000	5,137,000
Spain	1,894,000	266,000	2,160,000
Germany	1,181,000	70,000	1,251,000
Italy	1,032,000	583,000	1,615,000
Belgium	454,000	1,876,000	2,330,000
All other countries	1,605,000	2,786,000	4,391,000
Total	17,919,000	20,230,000	38,149,000

* Report by Mr. Williams, charge d'affaires at Montevideo.

The present export trade of Uruguay—the estimate being based on the decrease thereof with the leading countries—does not amount to over $16,000,000.

The following statements showing the character of the foreign trade of Uruguay and the part borne therein by the principal countries are compiled from English, French, and American official statistics, the details of English and French trade being for the calendar year 1883, and of American trade for the fiscal year 1883–'84:

URUGUAYAN EXPORTS.

Articles.	Imported from Uruguay into—		
	England.	France.	United States.
Hides and skins	$1,657,000	$2,296,000	$1,615,000
Meats, preserved	324,000	618,000	.....
Tallow and stearine	539,000	1,100,000	.....
Wool	184,000	1,177,000	334,000
Bones	111,000	.....	.....
Guano	58,000	.....	38,000
Horns and hoofs	24,000	171,000	.....
Horse-hair	37,000	120,000	58,800
Ornamental feathers	.....	145,000	.....
All other articles	175,000	220,000	84,000
Total	3,105,000	5,847,000	*2,129,000

* Admitted free of duty, $1,785,000.

URUGUAYAN IMPORTS.

Articles.	Exported to Uruguay from—		
	England.	France.	United States.
Cotton manufactures	$2,425,000	$296,000	$94,000
Iron, and manufactures of	962,000	527,000	17,000
Machines, engines, and implements	165,000	63,000	138,000
Hardware and cutlery	208,000	.....	29,000
Woolen manufactures	767,000	394,000	.....
Coal, cinders, and fuel	476,000	.....	.....
Apparel and haberdashery	155,000	183,000	.....
Pottery and glassware	291,000	106,000	.....
Jute manufactures	131,000	.....	.....
Leather, and manufactures of	24,000	192,000	1,000
Linens	82,000	.....	.....
Paints and painters' colors	53,000	.....	.....
Wines	.....	1,273,000	.....
Refined sugar	.....	301,000	25,000
Spirits and liqueurs	.....	111,000	.....
Toys, fans, opera-glasses, &c	.....	108,000	.....
Tobacco manufactures	.....	72,000	.....
Jewelry and plated ware	.....	100,000	6,000
Medicines, &c	.....	57,000	27,000
Kerosene	.....	.....	161,000
Alcohol	.....	.....	84,000
Lumber and timber	.....	.....	320,000
Wood manufactures	.....	.....	46,000
All other articles	715,000	946,000	404,000
Total	6,454,000	4,729,000	1,368,000

FOREIGN COMMERCE OF THE ARGENTINE REPUBLIC.

According to official statistics, transmitted to the Department by Consul Baker, of Buenos Ayres, the foreign commerce of the Argentine Republic was as follows during the year 1883: Imports, $80,435,000—an increase of more than $19,000,000 over the preceding year; exports, $60,208,000—a slight decrease from the preceding year.

This trade was conducted chiefly through the ports of Buenos Ayres (imports, $66,000,000; exports, $40,710,000) and Rosario (imports, $9,760,000; exports, $6,407,000), leaving less than $18,000,000 of the total trade for the remaining thirty-eight ports of the Republic.

The distribution of this trade among the several countries is given by Consul Baker as follows:

Country.	Imports.	Exports.	Total.
Africa	.....	$3,888	$3,888
Germany	$7,028,051	4,823,827	11,851,878
West Indies	109,175	1,143,745	1,252,920
Belgium	3,261,077	12,148,946	15,410,023
Bolivia	65,997	272,006	338,003
Brazil	2,182,720	1,710,436	3,893,156
Canada	29,860	.....	29,860
Chili	242,617	2,002,112	2,244,729
Spain	3,790,760	1,321,559	5,112,319
United States	4,933,054	3,510,574	8,443,628
France	15,418,997	21,041,495	36,460,492
Italy	3,480,321	1,651,834	5,132,155
Holland	549,461	43,556	593,017
Paraguay	1,314,892	172,623	1,487,515
Portugal	28,080	11,324	39,404
Great Britain	30,695,963	5,956,093	36,652,056
Sweden	12,009	.....	12,009
Uruguay	4,443,447	1,934,582	6,370,029
All other nations	2,849,347	2,459,376	5,308,723
Total	80,435,802	60,207,976	140,643,804

Consul Baker gives the following further analysis of the commerce of the Argentine Republic:

The imports into the Argentine Republic from the following countries show the increase noted for 1883, as compared with the year 1882:

Countries.	Amount.	Countries.	Amount.
Germany	$2,263,429	France	$3,332,173
Belgium	392,818	Italy	563,944
Canada	29,860	Paraguay	173,734
Brazil	28,951	Great Britain	11,14,031
Chili	226,926	Sweden	12,000
Spain	884,605	Uruguay	1,550,536

And the importations have diminished from the following countries:

Countries.	Amount.	Countries.	Amount.
West Indies	$15,204	Holland	$455,983
Belgium	66,980	Portugal	8,660
United States	161,710	Other countries	601,688

The exports from the Argentine Republic for 1883, compared with those of the previous year, have increased from the following countries:

Countries.	Amount.	Countries.	Amount.
Germany	$19,866	United States	$554,092
West Indies	15,178	France	4,642,504
Chili	490,265	Paraguay	99,938
Spain	18,979		

During the same period they have decreased to the following countries:

Countries.	Amount.	Countries.	Amount.
South Africa	$153,972	Holland	$24,292
Belgium	2,215,896	Portugal	18,415
Bolivia	57,219	Great Britain	1,669,423
Brazil	451,523	Uruguay	114,196
Italy	23,128	Other countries	963,257

The total trade, including imports and exports, has increased with the following countries:

Countries.	Amount.	Countries.	Amount.
South Africa	$153,972	France	$7,874,676
Germany	2,283,294	Italy	530,816
Canada	29,860	Paraguay	274,671
Spain	903,583	Great Britain	9,472,608
Chili	617,191	Sweden	12,009
United States	392,282	Uruguay	1,436,339

And the following countries show a decrease in the total amount of their trade with the Argentine Republic:

Countries.	Amount.	Countries.	Amount.
West Indies	$320,382	Brazil	$425,573
Belgium	1,823,078	Holland	480,276
Bolivia	124,199	Other countries	1,563,947

Great Britain continues to occupy the first place in the amount of its imports to the Argentine Republic, her imports last year standing for about three-eighths of the whole. France, as heretofore, holds the second place; then comes Germany, and then the United States, which before stood third.

To aid in reaching a clearer understanding of the character of the foreign trade of the Argentine Republic, the following statements have been compiled from official returns of the countries mentioned—statistics for the calendar year 1883 being used in the trade details of England and France, and for the fiscal year 1883–'84 for the United States:

EXPORTS FROM THE ARGENTINE REPUBLIC.

Articles.	Imported from the Argentine Republic into—		
	England.	France.	United States.
Bones	$651,000	.....	.....
Cereals, chiefly wheat	325,000	$1,294,000	.....
Horsehair	60,000	327,000	$287,000
Hides and skins	1,278,000	11,564,000	2,663,000
Horns and hoofs	35,000	118,000	.....
Meat	140,000	.....	.....
Silver ore	403,000	.....	.....
Tallow and stearine	777,000	1,389,000	.....
Wool	228,000	22,118,000	623,000
Linseed	.....	364,000	56,000
Ostrich plumes	.....	210,000	33,000
Dye-woods	.....	202,000	.....
Mineral waters	.....	.....	.....
Gums	.....	.....	.....
Raw sugar	.....	.....	.....
All other	699,000	432,000	279,000
Total	4,596,000	38,018,000	*4,110,000

* Free of duty, $3,287,000; dutiable, $823,000.

IMPORTS INTO THE ARGENTINE REPUBLIC.

Articles.	Exported to the Argentine Republic from—		
	England.	France.	United States.
Iron, and manufactures of	$7,076,000	$1,570,000	$166,000
Machines, engines, implements, &c	1,385,000	345,000	1,450,000
Hardware and cutlery	588,000	74,000	111,000
Cotton manufactures	6,663,000	1,004,000	609,000
Jute manufactures	767,000	.....	.....
Woolen goods	2,303,000	4,844,000	.....
Apparel and haberdashery	389,000	3,036,000	13,000
Arms and ammunition	102,000	.....	323,000
Beer and ale	48,000	.....	1,000
Medicines, chemicals, &c	63,000	177,000	112,000
Pottery and glassware	272,000	290,000	28,000
Leather, and manufactures of	272,000	1,771,000	4,000
Linens	316,000	169,000	.....
Painters' colors and materials	175,000	.....	9,000
Paper, books, and stationery	170,000	455,000	.....
Wines	.....	4,400,000	.....
Jewelry of all kinds	.....	2,702,000	41,000
Refined sugar	.....	1,158,000	57,000
Spirits and liqueurs	.....	790,000	75,000
Toys, fans, opera-glasses, &c	.....	390,000	.....
Clocks and watches	.....	260,000	34,000
Furniture, and other manufactures of wood	.....	150,000	243,000
Carriages, carts, and railway cars	.....	.....	101,000
Kerosene	.....	.....	240,000
Lard	.....	.....	52,000
Leaf tobacco	.....	.....	90,000
Manufactured tobacco	.....	.....	61,000
Lumber and timber	.....	.....	544,000
Cordage and twine	.....	.....	46,000
Spirits of turpentine	.....	.....	51,000
All other articles	3,983,000	1,292,000	517,000
Total	24,572,000	24,877,000	5,075,000

Of the imports into France from the Argentine Republic ($38,018,000), nearly everything was entered for consumption; of the exports from France to the Argentine Republic, goods to the value of $4,500,000 were of "foreign origin." Among the British exports, "foreign goods" amounted to $710,000, and among the American exports, "foreign goods" amounted to $249,000.

FOREIGN COMMERCE OF CHILI.

According to Chilian official statistics, the foreign trade of the Republic was as follows during the year 1883 (the Chilian peso being converted into American dollars according to the United States Treasury valuation): General imports, $53,304,000; general exports, $72,716,000. Reduced to "special commerce"—imports entered for consumption, and exports the products of the country—the figures are as follows: Special imports, $49,656,000; special exports, $63,620,000.

Of the general imports here shown, the greater portion, $36,324,000, was entered through the port of Valparaiso; the only other ports of importation of any importance being Arica, Iquique, Coquimbo, and Talcahuana, through which the goods entered amounted to $3,482,000, $3,177,000, $1,698,000, and $1,440,000 respectively.

The "general exports" were cleared principally as follows: Through Iquique, $19,638,000; Valparaiso, $12,727,000; Pisagua, $11,727,000; Coquimbo, $5,515,000; Coronel, $5,257,000; Antofagasta, $3,703,000; and Talcahuana, $3,416,000. This left very little to be cleared for the other ports.

Chilian official returns distribute this trade among the nations as follows:

IMPORTS AND EXPORTS OF CHILI BY COUNTRIES.

From and to—	Imports.	Exports.	Total trade.
England	$19, 519, 000	$53, 773, 000	$73, 293, 000
Germany	9, 015, 000	4, 530, 000	13, 545, 000
France	8, 042, 000	5, 589, 000	13, 631, 000
Argentine Republic	3, 256, 000	291, 000	3, 547, 000
The United States	3, 241, 000	1, 501, 000	4, 742, 000
Peru	3, 179, 000	3, 700, 000	6, 879, 000
Brazil	624, 000	117, 000	741, 000
Italy	478, 000	36, 000	513, 000
All other countries	2, 342, 000	3, 179, 000	5, 481, 000
Total	49, 656, 000	72, 716, 000	122, 372, 000

In this statement the "special imports" and the "general exports" are given.

In the above table the exports to England are given, as will be seen, as amounting to $53,773,000, while British official statistics give the imports into England from Chili during the same year as amounting to only $16,969,000, whereas with the increased value added they should have been entered at a larger figure than that given in Chilian statistics, that is, assuming the latter to be correct.

This radical disagreement in the trade returns of Chili and England was referred to in my letter of October 1, 1882, transmitting the annual report on commercial relations, as follows:

> The difference in the British exports as given in the British returns and as given as imports from Great Britain in the Chilian returns ($1,667,000) may be generally accounted for by the addition in Chili of costs and charges of transportation, but in the matter of Chilian exports to Great Britain the great difference—$19,767,000—cannot be so easily explained. On turning to the details of the exports from Chili it appears that saltpeter (nitrate of soda) was exported to Great Britain during the year to the value of nearly $12,000,000, while the British returns show only an import of $54,000.
>
> About $3,000,000 can be accounted for in the article of silver bars, which appear in Chilian returns among the regular exports, but which do not so appear among British imports, being accounted for in the import of bullion. This reduces the difference

between the Chilian and British returns to about $4,700,000, which can be distributed among the principal other articles of Chilian export to Great Britain. It will thus be seen that saltpeter, or nitrate, is the principal difference unaccounted for.

It will be noted that the difference in 1880, which is the year represented in this extract, was only $19,767,000, while the difference in 1883 amounted to nearly $43,000,000 on the face of the returns; but with the usual increased value of the exports from their shipment from Chili until their being entered through the English customs, the difference would have been at least $10,000,000 or $12,000,000 greater.

Taking the three chief exports of Chili—the articles in which this discrepancy principally occurred—guano, niter, and silver bars and money, the following contradictions in the official returns of Chili and England are noticeable:

Articles.	Exported from Chili to England.	Imported into England from Chili.	Difference.
Niter	$29,300,000	$223,000	$29,077,000
Guano	5,124,000	140,000	4,984,000
Silver*	4,500,000	4,500,000	.....
Total	38,924,000	4,863,000	34,061,000

*It is assumed that the silver charged in Chilian returns was entered at the English customs, although, as silver has no place, and properly so, among English trade statistics, the fact does not appear in the official returns at hand.

This difference, $34,061,000, added to the value of the imports credited in English returns as being received from Chili, would only amount to $51,030,000, or $2,743,000 less than the original export, charged in Chilian returns to England.

The total value of niter imported into England from all countries during the year 1883, according to British official returns, amounted to only $5,686,000, and of guano to only $3,543,000, being less by $23,614,000 and $1,581,000, respectively, than the value thereof charged as being exported thither from Chili alone.

The following details concerning the foreign commerce of Chili are compiled from British, French, and American returns, showing the trade therewith of the countries noted, the calendar year 1883 being taken for England and France, and this fiscal year 1883–'84 for the United States:

CHILIAN EXPORTS.

Articles.	Imported from Chili into—		
	England.	France.	United States.
Copper	$8,150,000	$3,937,000	.....
Wheat	5,346,000	430,000	.....
Barley and flour	307,000	55,000	.....
Raw sugar	568,000	.....	.....
Silver ore	389,000	.....	.....
Chemicals	554,000	.....	.....
Cotton	228,000	.....	.....
Peruvian bark	218,000	.....	.....
Guano	140,000	.....	.....
Cubic niter	223,000	308,000	$280,000
Linseed	68,000	.....	32,000
Alpaca and sheep's wool	119,000	232,000	115,000
Hides and skins	.....	328,000	34,000
Nuts	.....	.....	37,000
All other articles	659,000	152,000	40,000
Total	16,969,000	5,442,000	538,000

IMPORTS INTO CHILI.

Articles.	Exported to Chili from—		
	England.	France.	United States.
Cotton manufactures	$3, 664, 000	$609, 000	$541, 000
Iron, and manufactures of	1, 492, 000	220, 000	208, 000
Machines, engines, implements, &c	461, 000	92, 000	415, 000
Woolens	1, 044, 000	1, 042, 000	.....
Apparel and haberdashery	192, 000	288, 000	3, 000
Arms and ammunition	102, 000	.....	19, 000
Bags and sacks	243, 000	.....	5, 000
Beer and ale	24, 000	.....	10, 000
Rubber goods	53, 000	.....	5, 000
Coal, cinders, &c	364, 000	.....	3, 000
Pottery and glassware	213, 000	225, 000	24, 000
Hardware and cutlery	464, 000	.....	127, 000
Jute manufactures	29, 000	.....	.....
Leather, and manufactures of	78, 000	567, 000	23, 000
Linens	121, 000	.....	.....
Copper manufactures	82, 000	.....	.....
Painters' colors and materials	97, 000	.....	2, 000
Refined sugar	.....	926, 000	218, 000
Jewelry and plated ware	.....	472, 000	38, 000
Wine	.....	251, 000	.....
Silk manufactures	.....	183, 000	2, 000
Toy, fans, opera-glasses	.....	144, 000	13, 000
Books, paper, and stationery	.....	183, 000	10, 000
Medicines, &c	.....	92, 000	52, 000
Carriages, wagons, &c	.....	.....	33, 000
Railway cars	.....	.....	512, 000
Clocks and watches	.....	78, 000	34, 000
Cordage and twine	.....	.....	25, 000
Lamps and lampware	.....	.....	24, 000
Kerosene	.....	.....	105, 000
Quicksilver	.....	.....	31, 000
Provisions and dairy products	.....	.....	48, 000
Furniture, wooden-ware, &c	.....	135, 000	183, 000
All other articles	1, 910, 000	1, 383, 000	548, 000
Total	10, 633, 000	6, 890, 000	3, 263, 000

FOREIGN COMMERCE OF BOLIVIA.

There is no official record in our customs returns of any trade with Bolivia—whatever trade we may have therewith is carried on through the Argentine Republic, and is credited thereto. The British and French customs record the following trade details in connection with Bolivia:

BOLIVIAN EXPORTS.

Articles.	Imported from Bolivia into—	
	England.	France.
Guano	$782, 000	.....
Cubic niter	704, 000	$53, 000
Copper ore and regulus	272, 000	.....
All other articles	6, 000	.....
Total	1, 764, 000	53, 000

BOLIVIAN IMPORTS.

Articles.	Exported to Bolivia from—	
	England.	France.
Cotton goods	$37,000	.....
Iron, and manufactures of	78,000	.....
Machines, implements, &c	69,000	$2,000
Hardware and cutlery	7,000	.....
Apparel and haberdashery	29,000	.....
Coals and cinders	41,000	.....
Woolen goods	10,000	.....
All other articles	200,000	8,400
Total	471,000	10,400

From all available statistics the closest approximation to the total foreign trade of Bolivia, gold and silver not taken into account, gives the following result: Imports, $900,000; exports, $1,950,000.

FOREIGN COMMERCE OF PERU.

In 1879 the foreign commerce of Peru was estimated as follows: Imports, $28,000,000; exports, $44,600,000. This estimate of exports was based upon official statistics supplied by our consul then at Callao; the estimate of imports was based upon the trade of the principal countries with Peru. The decrease in the commerce of these countries with Peru since 1879 justifies the estimate, based on other sources, that its foreign commerce for 1883 was about as follows: Imports, $12,000,000; exports, $21,000,000.

The trade statistics of England, France, and the United States give the following details concerning the imports into and the exports from these countries, from and to Peru, the calendar year 1883 for England and France, and the fiscal year 1883–'84 for the United States, being taken for illustration:

PERUVIAN EXPORTS.

Articles.	Imported from Peru into—		
	England.	France.	United States.
Raw sugar	$2,287,000	.....	.....
Niter	4,714,000	$4,242,000	$1,703,000
Guano	1,657,000	.....	59,000
Cotton	641,000	51,000	.....
Silver ore	364,000	36,000	.....
Wool, alpaca and sheep s	573,000	145,000	.....
Peruvian bark	199,000	75,000	.....
Copper	189,000	370,000	.....
Tin	48,000	66,000	.....
Hides	.....	190,000	87,000
All other articles	261,000	132,000	229,000
	10,935,000	5,307,000	2,078,000

PERUVIAN IMPORTS.

Articles.	Exported to Peru from—		
	England.	France.	United States.
Cotton goods	$1,239,000	$174,000	$177,000
Iron, and manufactures of	345,000	.....	31,000
Machines, engines, implements, &c	340,000	35,000	49,000
Hardware and cutlery	97,000	.....	23,000
Woolen goods	462,000	354,000	.....
Coals, cinders, and fuel	160,000	.....	1,400
Wood, and wood manufactures	.....	.....	193,000
Provisions	.....	.....	207,000
Apparel and haberdashery	58,000	151,000	20,000
Bags and sacks	82,000	.....	474
Beer and ale	20,000	.....	2,000
Cordage and twine	27,000	.....	19,000
Pottery and glassware	68,000	.....	11,000
Leather, and manufactures of	8,000	256,000	24,000
Linens	27,000	.....	.....
Jute goods	10,000	.....	.....
Wines	.....	126,000	.....
Jewelry	.....	100,000	.....
Hats of all sorts	.....	88,000	.....
Toys, fans, opera-glasses, and fancy articles	.....	83,000	40,000
Books, paper, and stationery	.....	54,000	23,000
Kerosene	.....	.....	30,000
All other articles	367,000	408,000	220,126
Total	4,310,000	1,829,000	1,071,000

FOREIGN COMMERCE OF ECUADOR.

As in the case of Bolivia, the customs returns of the United States have no published record of any direct trade with Ecuador. Bolivia having no seaports and having, consequently, to transact its foreign trade through conterminous countries, may account for the omission in this connection; but this will not hold good in regard to Ecuador, at whose principal port, Ecuador, vessels enter from and clear for ports in the United States laden with products of both countries.

In 1879, Consul McLean, then at Guayaquil, estimated the direct imports into Ecuador from the United States at somewhat more than $1,000,000.

Our present consul at Guayaquil, Mr. Beach, in a report dated July 8, 1884, as published in Consular Report No. 44, says that "the sale of American goods in Ecuador is increasing."

Notwithstanding these proofs of a comparatively large trade between both republics, there is no official customs record thereof, as Ecuador does not appear among the countries to which we export and whence we import merchandise.

After reciting the several countries and colonies of South America with which we have direct commercial relations, Ecuador excepted, the Treasury returns show the following entries: Imports, "from all other countries and ports in South America, $1,347,000;" exports, "to all other countries and ports in South America, $629,000." As all countries and ports in South America with which we hold direct communication except Ecuador would seem to be accounted for, it may be assumed that these figures represent our direct trade with Ecuador.

The foreign trade of Ecuador was estimated as follows for the year 1880: Imports, $9,000,000; exports, $11,000,000.

The exports from England and France to Ecuador during the year 1883 show a decrease of $2,255,000, as compared with the year 1880,

and the imports into those countries from Ecuador show a decrease of $1,186,000 in the same time. Applying this ratio of decrease to the whole trade of Ecuador—save in the matter of American products, which, according to Consul Beach, has increased—the following is a close approximation to the present foreign trade of the Republic: Imports, $6,000,000; exports, $5,600,000.

EXPORTS OF ECUADOR.

Articles.	Imported from Ecuador into—	
	England.	France.
Peruvian bark	$588,000	$3,000
Cocoa	539,000	25,000
Caoutchouc	29,000	.....
Dyes and tannics	13,000	.....
Vegetable ivory	11,000	.....
Coffee	.....	14,000
All other articles	78,000	2,000
Total	1,258,000	44,000

IMPORTS OF ECUADOR.

Articles.	Exported to Ecuador from—	
	England.	France.
Cotton manufactures	$617,000	$35,000
Woolen manufactures	63,000	30,000
Iron and manufactures of	24,000	.....
Machines, engines, implements	5,000	40,000
Hardware and cutlery	24,000	.....
Apparel and haberdashery	15,000	22,000
Bags and sacks	5,000	.....
Earthen and glass ware	5,000	39,000
Linens	13,000	.....
Wines	22,000	132,000
Soap	.....	83,000
Candles	.....	71,000
Leather and manufactures of	.....	70,000
Sardines	.....	52,000
Brandy and liquors	.....	33,000
Paper, books, and stationery	.....	30,000
Medicines	.....	20,000
All other articles	89,000	182,000
Total	882,000	924,000

FOREIGN COMMERCE OF SAN DOMINGO AND HAYTI.

On account of the unification of Haytian and San Domingoan trade statistics in British and French official returns, it is necessary to give certain details of Haytian trade, for the full understanding of the foreign trade of San Domingo, although not requested by the Senate resolution of December 16, 1884.

SAN DOMINGO.

According to a report prepared by Consul Astwood, the foreign commerce of San Domingo was estimated at the following amounts for the year 1883: Imports, $3,142,000 (against $2,039,000 for 1882, $1,636,000 for 1881, and $1,749,000 for 1880); exports, $2,310,000.

The increase in the imports of 1883 was due solely to the amount of sugar machinery introduced. This ratio of increase, the consul remarks, will not hold out in 1884.

All the sugar machinery introduced into San Domingo has, up to a very recent period, been imported from the United States, but some of the planters, adds Consul Astwood, have begun to import from England—the English machinery being somewhat cheaper than the American. British statistics, however, make no record of any machinery having been exported to Hayti or San Domingo during the year 1883.

With the exception of tobacco, nearly all the export trade, as well as about one-half the import trade, is with the United States.

HAYTI.

According to official statistics supplied by Consul General Langston, the foreign commerce of Hayti was as follows for the year 1883: Imports, $4,582,000; exports, $7,344,000.

Of the imports, goods and merchandise to the value of $2,990,000 were imported from the United States, against $1,584,000 from England, France, &c.

Of the total exports, products to the value of $4,678,000 were shipped to Europe, against $2,666,000 to the United States.

HAYTI AND SAN DOMINGO.

The difficulties which arise in any effort to harmonize international trade statistics are well illustrated in the foreign commerce of Hayti and San Domingo: Official figures give the value of the total exports of Hayti and San Domingo as amounting to $9,654,000; these exports, when entered as imports in the customs of England, France, and the United States, leaving all other countries out of the question, are valued at $13,600,000—an increase of nearly 25 per cent., which represents their increased value, assuming that all the statistics concerned are correct.

In the following tables it will be noted that the greater portion of Haytien exports (coffee, fine woods, tobacco, and cocoa, especially) go to France.

Of the total value of imports into Hayti and San Domingo it may be safely stated that more than one-half is made up of American products.

The following statements show the nature of the trade of Hayti and San Domingo, and the shares taken therein by England, France, and the United States:

EXPORTS OF HAYTI AND SAN DOMINGO.

Articles.	Imported from Hayti and San Domingo into—				
	United States.			England.	France.
	Hayti.	San Domingo.	Total.		
Cocoa	$122,000	$14,000	$136,000	$16,000	$210,000
Coffee	1,292,000	.....	1,292,000	54,000	5,710,000
Cotton	54,000	.....	54,000	800	150,000
Hides and skins	91,000	.....	91,000	.....	20,000
Sugar	35,000	1,331,000	1,366,000	.....	.....
Logwood and other dye-woods	767,000	2,000	769,000	364,000	.....
Fine woods	.....	.....	.....	100,000	2,393,000
Tobacco	.....	.....	.....	.....	482,000
All other articles	28,000	93,000	121,000	54,000	218,000
Total	2,389,000	1,440,000	3,829,000	588,000	9,183,000

IMPORTS OF HAYTI AND SAN DOMINGO.

Articles.	Exported to Hayti and San Domingo from—				
	United States.			England.	France.
	Hayti.	San Domingo.	Total.		
Cotton manufactures	$462,000	$99,000	$561,000	$942,000	$59,000
Pottery and glassware	5,000	6,000	11,000	18,000	17,000
Iron, and manufactures of	34,000	58,000	92,000	87,000	23,000
Machines, engines, implements, &c	7,000	305,000	312,000	.....	.....
Hardware and cutlery	56,000	30,000	86,000	18,000	.....
Woolen goods	.....	.....	.....	14,000	60,000
Linens	.....	.....	.....	100,000	66,000
Leather, and manufactures of	27,000	23,000	50,000	.....	107,000
Wines	.....	.....	.....	.....	87,000
Perfumery	2,000	1,000	3,000	.....	31,000
Paper, books, stationery, &c	3,000	8,000	11,000	.....	13,000
Flour	403,000	177,000	580,000	.....	.....
Fish, principally codfish and mackerel	355,000	43,000	398,000	.....	.....
Kerosene	26,000	22,000	48,000	.....	.....
Provisions, principally pork and lard	654,000	93,000	747,000	.....	.....
Leaf tobacco	70,000	.....	70,000	.....	.....
Lumber and timber	81,000	110,000	191,000	.....	.....
Manufactures of wood	183,000	41,000	224,000	.....	.....
All other articles	392,000	278,000	670,000	322,000	261,000
Total	2,760,000	1,294,000	4,054,000	1,501,000	724,000

FOREIGN TRADE OF CUBA AND PORTO RICO.

Wanting colonial statistics, the only mode of approximating the foreign trade of Cuba and Porto Rico is by reference to the official returns of the principal countries holding commercial relations with those islands, which is the method adopted in the following statements:

ANNUAL EXPORTATIONS FROM CUBA AND PORTO RICO.

Imported from Cuba and Porto Rico into—	Year.	Value.
United States	1884	$64,072,000
England	1883	5,243,000
Spain*	1882	5,742,000
France	1883	2,759,000
Canada	1883	2,000,000
Belgium	1883	350,000
All other countries (estimated)	.....	5,000,000
Total	.....	85,166,000

*From a report of Minister Foster, of Madrid. (See Consular Reports, No. 42.)

This statement of the value of Cuban and Porto Rican "exports," it must be remembered, represents the value of said exports when entered as "imports" in the several countries, and is, therefore, much greater than when the products cleared through the colonial customs. Cuban and Porto Rican statistics, were such statistics available, would undoubtedly show the value of these exports to be not more than $75,000,000—this being a very liberal estimate.

ANNUAL IMPORTATIONS OF CUBA AND PORTO RICO.

Exported to Cuba and Porto Rico from—	Year.	Value of exports as cleared from the several countries.	Estimated value when entered as imports in Cuba and Porto Rico.*
Spain	1882	$15,828,000	$18,993,000
England	1883	14,950,000	18,712,000
United States	1884	13,135,000	15,105,000
France	1883	2,476,000	3,095,000
Canada	1883	1,000,000	1,150,000
Belgium	1883	600,000	750,000
All other countries (estimated)	.....	4,000,000	5,000,000
Total	.....	51,989,000	62,805,000

* On account of the quality of the Spanish exports 20 per cent. only is added; on account of the quality of the goods and the nearness of the islands 15 per cent. only is added to American and Canadian exports. For all other 25 per cent. is added.

Nature of Cuban and Porto Rican exports.

SUGAR EXPORTS.

Imported into—	Year.	Pounds.	Value.
United States	1884	1,329,618,000	$48,813,000
England	1883	36,176,000	1,725,000
Spain	1882	42,220,000	2,111,000
Belgium	1883	4,780,000	270,000
Canada	1883	41,058,000	1,415,000
Total accounted for	.....	1,453,852,000	54,334,000

TOBACCO EXPORTS.

Imported into—	Unmanufactured.		Manufactured.		Total.	
	Pounds.	Value.	Pounds.	Value.	Pounds.	Value.
United States	11,697,000	$5,236,000	860,042	$3,141,000	12,557,042	$8,337,000
England	29,600	9,000	656,548	2,970,000	685,000	2,979,000
Spain	.....	783,000	.....	665,000	.....	1,448,000
France	748,000	89,600	684,000	574,000	1,432,000	663,600
Canada	39,000	10,000	63,000	160,000	199,000	170,000
Belgium	.....	.....	.....	.....	.....	.....
Total accounted for	.....	6,127,600	.....	7,510,000	.....	13,637,000

Of Cuban and Porto Rican exports, other than sugar and tobacco, the following were imported into the countries quoted during the fiscal year 1883–'84 for the United States, and the calendar year 1883 for the others.

Imports into the United States.—Bananas, cocoanuts, and other fruits, $778,000; molasses, $5,044,000; asphalt, coffee, hides, &c.

Imports into England.—Coffee, fine woods, rum, &c.; total, $539,000.

Imports into France.—Coffee, $1,448,000; cocoa, $230,000; sponges, fine woods, tortoise shell, asphalt, cotton, copper, &c., say a total of $2,095,000.

CUBAN AND PORTO RICAN IMPORTS.

Articles.	Exported to Cuba and Porto Rico from—			
	England.	Spain.	France.	United States.
MANUFACTURES.				
Cotton goods	$4,298,000	$931,000	$121,000	$96,000
Linens	1,890,000	149,000	133,000	.....
Iron, and manufactures of	981,000	.....	89,000	633,000
Machines, engines, implements, &c	913,000	.....	56,000	1,469,000
Hardware and cutlery	350,000	213,000	.....	113,000
Woolens	359,000	49,000	140,000	8,000
Apparel and haberdashery	165,000	.....	113,000	60,000
Beer and ale	252,000	.....	.....	38,000
Pottery and glassware	251,000	50,000	23,000	57,000
Medicines, &c	58,000	.....	115,000	75,000
Copper manufactures	72,000	.....	.....	23,000
Painters' colors and materials	87,000	.....	.....	29,000
Carriages, street and railway	.....	8,000	.....	176,000
Candles	.....	.....	.....	43,000
Perfumery, &c	.....	.....	.....	28,000
Rubber goods	.....	3,000	.....	31,000
Lamps and lampware	.....	.....	.....	25,000
Leather, and manufactures of:				
Boots and shoes	.....	2,104,000	.....	26,000
All other	.....	247,000	382,000	47,000
Soap	.....	662,000	.....	4,000
Cordage	.....	66,000	.....	151,000
Paper, books, and stationery	.....	277,000	161,000	132,000
Tobacco manufactures	.....	.....	.....	47,000
Wood manufactures:				
Shooks, staves, headings	.....	.....	.....	1,151,000
Hogsheads	.....	.....	.....	263,000
Furniture	.....	.....	.....	89,000
Wooden ware, &c	.....	.....	.....	95,000
Jewelry	.....	8,000	447,000	4,000
Toys, fans, and other fancy articles	.....	.....	56,000	.....
All other manufactures	1,147,000	1,576,000	450,000	1,174,000
Total manufactures	10,804,000	6,343,000	2,286,000	6,087,000
UNMANUFACTURED GOODS.				
Breadstuffs:				
Bread and biscuit	.....	.....	.....	40,000
Indian corn	.....	.....	.....	118,000
Flour	.....	2,155,000	.....	1,245,000
All other	3,630,000	1,547,000	.....	67,000
Total breadstuffs	*3,630,000	3,698,000	.....	1,470,000
Provisions and meats:				
Beef cattle	.....	.....	.....	145,000
Beef meats	.....	.....	.....	17,000
Vegetables: Beans, potatoes, &c	.....	.....	.....	400,000
Fish of all kinds	.....	29,000	.....	230,000
Bacon	.....	.....	.....	180,000
Hams	.....	.....	.....	345,000
Salted pork	.....	.....	.....	230,000
Lard	.....	.....	.....	1,972,000
Butter	.....	.....	90,000	75,000
Cheese	.....	.....	.....	46,000
All other	.....	102,000	.....	13,000
Total provisions	.....	131,000	90,000	3,453,000
Total breadstuffs and provisions	3,630,000	3,829,000	90,000	5,123,000
Lumber and timber	.....	.....	.....	602,000
Coal	275,000	.....	.....	373,000
Wines	.....	4,502,000	100,000	.....
All other raw materials	241,000	1,154,000	.....	950,000
Total raw materials	4,146,000	9,485,000	190,000	7,048,000
Grand total	14,950,000	15,828,000	2,476,000	13,135,000

* Principally rice, with small lots of cheese and fish—all foreign.

RÉSUMÉ.

Statement showing the value of the imports into Mexico, Central and South America, the Spanish West Indies, and Hayti and San Domingo, and the exports thereto from England, France, and the United States.

Imported from—	Total imports of each country.	Exports to the several countries and colonies from—		
		England.	France.	United States.
Mexico	$42,579,000	$7,873,000	$9,785,000	$12,704,000
Central America	10,000,000	3,747,000	396,000	3,178,000
British Honduras	1,164,000	591,000	.....	430,000
South America:				
United States of Colombia	23,000,000	6,089,000	5,983,000	6,380,000
Venezuela	10,859,000	2,372,000	1,465,000	2,427,000
British Guiana	10,000,000	5,520,000	.....	1,884,000
Dutch Guiana	1,400,000	325,000	.....	320,000
French Guiana	1,600,000	12,000	1,468,000	102,000
Brazil	79,169,000	34,092,000	15,675,000	8,695,000
Uruguay	17,919,000	6,454,600	4,729,000	1,368,000
Argentine Republic	80,436,000	24,572,000	24,877,000	5,075,000
Chili	53,304,000	10,633,000	6,890,000	3,267,000
Bolivia	900,000	471,000	10,400	.....
Peru	12,000,000	4,310,000	1,829,000	1,071,000
Ecuador	6,000,000	882,000	924,000	629,000
Total South America	296,587,000	95,732,000	63,832,000	31,218,000
Spanish West Indies	62,805,000	14,950,000	2,476,000	13,135,000
Hayti and San Domingo	7,724,000	1,501,000	724,000	4,054,000
Grand total	420,859,000	112,183,000	77,213,000	64,090,000

Statement showing the value of the exports from Mexico, Central and South America, the Spanish West Indies, and Hayti and San Domingo, and the imports therefrom into England, France, and the United States.

Exported from—	Value of exports when cleared from the several countries.	Estimated value of exports when entered as imports at the customs of the countries whither exported.	Imported from the several countries and colonies into—		
			England.	France.	United States.
Mexico	$13,509,000	$17,386,000	$3,541,000	$1,537,000	$9,016,000
Central America	14,328,000	17,910,000	7,513,000	860,000	6,161,000
British Honduras	1,223,000	1,506,000	1,162,000	.....	263,000
South America:					
United States of Colombia	11,356,000	14,195,000	3,804,000	3,892,000	3,892,000
Venezuela	14,220,000	17,770,000	1,589,000	5,056,000	6,674,000
British Guiana	15,400,000	19,250,000	8,335,000	.....	4,096,000
Dutch Guiana	1,650,000	2,062,000	570,000	.....	623,000
French Guiana	75,000	94,000	.....	65,000	2,000
Brazil	93,185,000	116,481,000	29,835,000	24,216,000	50,266,000
Uruguay	16,000,000	20,000,000	3,105,000	5,487,000	2,129,000
Argentine Republic	60,208,000	75,260,000	4,596,000	38,018,000	4,110,000
Chili	*72,716,000	*72,716,000	*53,773,000	5,442,000	538,000
Bolivia	1,950,000	2,438,000	1,764,000	53,000	.....
Peru	21,000,000	26,250,000	10,935,000	5,307,000	2,078,000
Ecuador	5,000,000	6,250,000	1,258,000	44,000	.....
Total South America	312,760,000	372,766,000	119,564,000	87,940,000	74,408,000
Spanish West Indies	75,000,000	85,166,000	5,243,000	2,759,000	64,072,000
Hayti and San Domingo	9,654,000	12,068,000	588,000	9,183,000	3,489,000
Grand total	426,474,000	506,802,000	137,611,000	102,279,000	157,769,000

* These figures are taken from official Chilian publications. The difference between Chilian and British returns is so radical that no attempt is here made to harmonize the same. Were the imports into the United Kingdom from Chili given, viz, $16,969,000, the greater portion of the Chilian export trade would be left unaccounted for—hence the exports from Chili are given.

Statement showing the value of the imports and exports into and from the United States, from and to Mexico, Central and South America, the Spanish West Indies, and Hayti and San Domingo, for the fiscal year 1884, *and the amounts thereof carried in American and foreign vessels.*

IMPORTS.

Countries.	Total.	American vessels.			Foreign vessels.		
		Steam.	Sail.	Total.	Steam.	Sail.	Total.
Mexico (in cars, $1,586,000)	$9,016,000	$3,684,000	$1,910 000	$5,594,000	$1,197,000	$639,000	$1,836,000
Central America	6,161,000	4,326,000	383,000	4,709,000	1,187,000	265,000	1,452,000
British Honduras	263,000	132,000	12,000	144,000	57,000	62,000	119,000
South America:							
United States of Colombia	3,892,000	1,048,000	328,000	1,376,000	2,378,000	138,000	2,516,000
Venezuela	6,674,000	2,707,000	532,000	3,239,000	3,156,000	279,000	3,435,000
British Guiana	4,096,000	.....	1,735,000	1,735,000	137,000	2,224,000	2,361,000
Dutch Guiana	623,000	.....	406,000	406,000	51,000	166,000	217,000
French Guiana	2,000	.....	1,000	1,000	.....	1,000	1,000
Brazil	50,266,000	4,502,000	8,471,000	12,973,000	24,615,000	12,678,000	37,293,000
Urugnay	2,129,000	236,000	485,000	721,000	500,000	908,000	1,068,000
Argentine Republic	4,110,000	373,000	2,820,000	3,193,000	697,000	220,000	917,000
Chili	538,000	3,000	272,000	275,000	59,000	204,000	263,000
Bolivia	.....	.....	.....	.....	.....	.....	.....
Peru	2,078,000	123,000	1,049,000	1,172,000	147,000	709,000	816,000
Ecuador	.....	.....	.....	.....	.....	.....	.....
South America, n. s	1,345,000	901,000	7,000	908,000	303,000	134,000	437,000
Total South America	75,753,000	9,893,000	16,106,000	25,999,000	32,003,000	17,661,000	49,664,000
Cuba	57,181,000	16,304,000	22,382,000	38,686,000	11,016,000	2,449,000	18,495,000
Porto Rico	6,891,000	328,009	2,732,000	3,060,000	1,399,000	2,432,000	3,831,000
Hayti	2,389,000	355,000	548,000	903,000	1,218,000	268,000	1,486,000
San Domingo	1,440,000	774,000	438,000	1,212,000	111,000	117,000	228,000
Grand total	159,004,000	35,796,000	44,511,000	80,307,000	48,188,000	23,923,000	77,111,000

EXPORTS.

Mexico (by cars, $3,564,000)	$12,704,000	$4,723,000	$3,129,000	$7,852,000	$911,000	$377,000	$1,288,000
Central American States	3,178,000	2,004,000	574,000	2,578,000	417,000	182,000	599,000
British Honduras	430,000	191,000	25,000	216,000	156,000	58,000	214,000
South America:							
United States of Colombia	6,380,000	4,366,000	757,000	5,123,000	1,043,000	214,000	1,257,000
Venezuela	2,427,000	1,534,000	383,000	1,917,000	274,000	236,000	510,000
British Guiana	1,884,000	.....	1,135,000	1,135,000	159,000	590,000	749,000
Dutch Guiana	320,000	.....	258,000	258,000	.....	62,000	62,000
French Guiana	102,000	.....	96,000	96,000	.....	6,000	6,000
Brazil	8,695,000	2,214,000	3,057,000	5,271,000	1,170,000	2,255,000	3,425,000
Uruguay	1,368,000	1,000	346,000	347,000	55,000	967,000	1,022,000
Argentine Republic	5,075,000	148,000	2,586,000	2,734,000	775,000	1,566,000	2,341,000
Chili	3,267,000	250,000	1,578,000	1,828,000	564,000	875,000	1,439,000
Bolivia	.....	.....	.....	.....	.....	.....	.....
Peru	1,071,000	456,000	269,000	725,000	.....	346,000	346,000
Ecuador	.....	.....	.....	.....	.....	.....	.....
All other South America	629,000	382,000	122,000	504,000	.....	125,000	125,000
Total South America	31,218,000	9,351,000	10,587,000	19,938,000	4,040,000	7,242,000	11,282,000
Cuba	10,910,000	5,442,000	4,128,000	9,570,000	999,000	361,000	1,360,000
Porto Rico	2,225,000	3,000	757,000	760,000	1,229,000	236,000	1,465,000
Hayti	2,760,000	434,000	546,000	980,000	1,250,000	530,000	1,780,000
San Domingo	1,294,000	932,000	329,000	1,261,000	.....	33,000	33,000
Grand total	64,719,000	23,080,000	20,075,000	43,155,000	9,002,000	9,019,000	18,021,000

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 40.

HISTORY

OF THE

RAILWAY MAIL SERVICE;

A CHAPTER IN THE

HISTORY OF POSTAL AFFAIRS

IN THE

UNITED STATES.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1885.

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LETTERS OF TRANSMITTAL.

Letter from the Postmaster-General, transmitting, in response to Senate resolution of January 19, 1885, *a documentary history of the Railway Mail Service, from its origin, in* 1834, *to the present time.*

JANUARY 21, 1885.—Referred to the Committee on Post-Offices and Post-Roads and ordered to be printed.

POST-OFFICE DEPARTMENT,
OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., January 21, 1885.

SIR: I have the honor to acknowledge the receipt of a resolution of the Senate directing me to communicate to the Senate a document prepared in this Department containing a documentary history of the Railway Mail Service, from its origin, in 1834, to the present time.

The document referred to is inclosed herewith.

Very respectfully,

FRANK HATTON,
Postmaster-General.

The PRESIDENT PRO TEMPORE OF THE SENATE.

Letter from the Postmaster-General, stating, in response to Senate resolution of February 4, 1885, *the reasons for certain erasures in the documentary history of the Railway Mail Service.*

FEBRUARY 6, 1885.—Referred to the Committee on Printing and ordered to be printed.

POST-OFFICE DEPARTMENT,
OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., February 6, 1885.

SIR: In response to the resolution of the Senate dated the 4th instant, I have the honor to state that the erasures and interlineations in the documentary history of the Railway Mail Service were simply the result of a final revision of the document by the general superintendent of the Railway Mail Service before giving it his signature.

It was intended that this document should be copied and a clean manuscript transmitted to the Senate. To avoid the delay and expense which this would involve, the document was sent, as corrected, without transcribing, thus showing on its face both the first cast and final revision.

The paragraph referred to in the resolution was stricken out because it contained an inference which it was deemed best to allow the reader of the document to draw for himself.

No material fact or document pertaining to Mr. Davis or any other person has been omitted.

With this explanation it will be apparent that, in point of fact, there are no erasures in the manuscript, as all such are constructively no part of the document, and would have disappeared if the Department had not been assured that the altered copy would not be deemed a discourtesy to the Committee on Post-Offices and Post-Roads.

I have the honor to be, sir, very respectfully,

FRANK HATTON,
Postmaster-General.

The PRESIDENT PRO TEMPORE OF THE SENATE.

POST-OFFICE DEPARTMENT,
OFFICE OF THE GENERAL SUPERINTENDENT
OF RAILWAY MAIL SERVICE,
Washington, D. C., January 15, 1885.

SIR: I have the honor to transmit herewith manuscript prepared by this office showing the history of the Railway Mail Service, and dealing largely in the question of transportation of mails in the United States, from 1834 until the present date.

Very respectfully,

JOHN JAMESON,
General Superintendent.

Hon. FRANK HATTON,
Postmaster-General.

POST-OFFICE DEPARTMENT,
OFFICE OF GENERAL SUPERINTENDENT
OF RAILWAY MAIL SERVICE,
Washington, D. C., January 15, 1885.

Hon. FRANK HATTON,
Postmaster-General:

Referring to my letter of this date, containing a documentary history of the Railway Mail Service, from its origin, in 1834, I beg to add that in my judgment the facts therein set forth are of such interest that they should be printed; to become a part of the permanent records of the Department.

Many of the documents cited in my letter are out of print; others have never been printed, and if ever a general history of postal affairs in the United States should be prepared the document I have this day transmitted will form an interesting chapter in that history.

I trust, therefore, that, as a matter of public interest, these facts and documents bearing on the history of the Post-Office in this country, and particularly relating to the development of the Railway Mail Service, may find a place among the archives of the Department.

I have the honor to be, very respectfully,

JOHN JAMESON,
General Superintendent Railway Mail Service.

INTRODUCTION.

The Railway Mail Service of the United States has had a development in the past fifty years such as would entitle it to a place among the most influential forces in our civilization.

In order to fully appreciate the great changes wrought by modern methods of travel and communication, it is necessary to recall the fact that the generation of men yet living remember when all mail transportation was by lumbering stages, and all journeys rapid which accomplished 100 miles in the course of twenty-four hours. There can be no doubt that the history of an institution like the Post-Office furnishes a complete illustration of the modern theory of evolution, and what is true of the postal system as a whole is true also in any one line of its development. The small beginnings, the slow growths, the methods determined by the conditions, the adaptation to changed conditions, the introduction at various stages of altogether new appliances, the persistence of forms and names are all to be found in the development of the postal system as a whole, as also in the Railway Mail Service, one of the most important branches of the Post-Office Department. In tracing the history of this branch of the postal service it will be best for the purposes of comparison to follow the chronological order. As an appropriate background to the whole subject, it was deemed fitting to set forth at some length the inconveniences and vexations of the old stage-coach methods, and in like manner to show the disadvantages under which the Department labored in making the transition from stage-coach to railroad transportation.

The Railway Post-Office system, which is the pride of the service, has for its dark background the old freight-car methods, when mails were simply transported, the delays connected with preparing, assorting, and distributing the mails, in what were known as "distributing post-offices," still continuing.

Several times, in the earlier annual reports, we find that the Postmaster-General has contemplated the preparation of a complete history of postal matters; and occasionally, as in the annual report of 1851, there is an attempt to collate the leading facts connected with the development of this branch of the Government.

"There are in the possession of the Department," the report of 1851 says, "materials for an interesting history of the origin and progress of our post-office system," and the Postmaster-General then declares that it is his intention, if time can be found, to complete the arrangement of these materials, to present them to Congress in such form as will conduce to their preservation. This promise was never kept. But in the expectation that this work will yet be done, the present sketch is offered as one chapter in that history when it shall be made up.

Many of the facts here set down have been gathered from scattered files, almost undecipherable from age; or from old copy-books found in out-of-the-way nooks of the Department.

One interesting fact has come to light in the course of these researches which deserves to be mentioned here, though not connected with railway matters. A glance at the files of the reports of the Postmaster-General shows that for the years 1862, 1863, the reports were numbered respectively "The Twenty-seventh Annual Report" and "The Twenty-eighth Annual Report." There is nothing to indicate the process by which this enumeration was arrived at. But as we should reach the first annual report in the year 1836, several years after the Postmaster-General had been invited to a seat in the Cabinet under Jackson, we know that this enumeration is inaccurate.

The first annual report of the Postmaster-General is, in reality, among the archives of the Department, in unpublished form. This first report, made by Samuel Osgood, the first Postmaster-General, in November, 1789, addressed "George Washington, esquire," antedates Document No. 1, in the volume of "American State Papers," with respect to postal matters. The gross receipts for the year closing had been $25,000, a sum equal to about one-fifth of the revenue now received by the Department *daily;* or an amount equal to the annual postages on newspapers in the city of Washington for 1884. The complete files therefore would make the annual report for 1884 to be the ninety-sixth.

As a matter of curiosity and general public interest, this first annual report is given in full in the Appendix. (*Vide* Appendix A.)

This fact is not given because it is connected with the Railway Mail Service, but it is cited in justification of this history. The researches made in preparing this sketch have developed this oldest Post-Office document, and have proved conclusively that there are abundant materials in existence for a general history of postal affairs in the United States, and this chapter of that history is offered now before the facts have faded from the memories of the men engaged in the inauguration of this work, and while the materials are still within reach. There is probably no branch of the public service on which so much depends affecting the convenience of business and comfort of daily life as the post-office, and since it has come to pass that the railway post-offices are carrying so large a proportion of the mails, an especial interest attaches to this arm of the service.

It is now about one hundred years since our postal system was organized. Then there was a population of a little over three millions of people. The facilities for intercommunication were few, the arts and manufactures were in a feeble infancy, railways were not even a dream, the postal arrangements were as crude as costly, agriculture was rude, commerce undeveloped, property unable to bear taxation, and wages low. To trace the evolution from such a state of things of the postal service, which has grown to be a great domestic and social force, must be a work of exceeding interest to the political economist and statistician.

To help us to appreciate the wonderful changes wrought by time we need but recall that the revenues of the Post-Office Department in two years at the present time are equal to the total debt incurred in prosecution of the War of the Revolution, or, to put it in another form, the present receipts of the Department in one week are equal to all the postal revenues for the first ten years under Samuel Osgood, Timothy Pickering, and Joseph Habersham, the first three Postmasters-General, *and that too* after fifteen years of labor in organizing the postal service under the Continental Congress, with Dr. Benjamin Franklin, Richard Bache, and Ebenezer Hazard as Postmasters-General in the earlier period.

Before entering upon a detailed history of the origin and growth of the Railway Mail Service it may be proper once for all to make a brief review of the whole field so far as postal matters in the United States are concerned.

References are to be found scattered here and there through the annual reports and other official documents, from all of which we have drawn freely in making up this record.

The office of "Master of Postes" was instituted by Henry VIII, which gives us the origin of the term "postmaster"; but we do not reach any familiar feature of this most wonderful ally in our modern civilization until the time of James I.

For the convenience of English merchants engaged in foreign trade a scheme was devised by which such letters as were intended for foreign parts might be sent to some central office and be conveyed thence by crown messengers.

The system was not made to embrace the conveyance of inland letters until some years later. A proclamation of Charles I, issued in 1635, may be taken as the foundation of the present elaborate post-office in England, whence our country naturally derived its first examples in this, as in much else connected with our domestic economy.

This proclamation of Charles I directed his "postmaster of England for foreign parts to settle a running post or two, to run night and day between Edinburgh and London, to go thither and come back again in six days, and to take with them all such letters as shall be directed to any post-town in or near that road."

The first intimation of anything like a public post in the colony records occurs in May, 1677, where we find that, on petition of several merchants of Boston, Mass., the court appointed Mr. John Hayward, scrivener, "to take in and convey letters according to their direction."

We read in the Annuals of Philadelphia that in the month of July, 1683, William Penn issued an order for the establishment of a post-office at Philadelphia, Pa., and granted authority to Henry Waldy, of Tekonay (Tacony), to supply horses from Philadelphia to New Castle, Del. This post went once a week, after being "carefully published on the meeting-house door and other public places."

In 1692 a patent was laid before the Virginia assembly for making Mr. Neal postmaster-general of Virginia and other parts of America, but it was impossible to carry the act in favor of it into effect "on account of the dispersed situations of the inhabitants."

The history of Essex County, Massachusetts, contains the statement that in 1639 the court ordered that all "letters from beyond the seas" should be deposited with Richard Fairbanks, of Boston, who was to receive one penny each for their delivery.

The first legislative action with reference to the post-office was in 1700, when the Colonial Government passed an act for the establishment of a post-office at Philadelphia. At this time the total population of all the American colonies was about 260,000 souls.

In 1710 Parliament passed an act entitled "An act for establishing a general post-office for all Her Majesty's dominions, and for settling a weekly sum out of the revenues thereof for the service of the war, and other Her Majesty's occasions." This act required the erection of one general letter-office and post-office in London, and other chief letter-offices in Scotland, Ireland, North America, and the West Indies.

The postmaster-general was authorized by that act to keep one chief letter-office in New York, and other chief letter-offices in some con-

venient place or places in each of Her Majesty's provinces or colonies in America.

The rates of postage for all letters and packages, from New York to any place within 60 miles thereof, and thence back to New York, were fixed as follows, viz: Single, four pence; double, eight pence; treble, one shilling; an ounce, one shilling and four pence.

The first newspaper published in the colonies appeared in Boston in 1704. It was published by John Campbell, a Scotch bookseller, who gave the following notice in the first number of his paper:

> All persons in town and country may have said News Letter weekly, upon reasonable terms, agreeing with John Campbell, postmaster, for the same.

This John Campbell was subsequently appointed postmaster at Boston, under the new act of 1710.

In December, 1717, arrangements were made that advices from Boston, Mass., reached Williamsburg, Va., in four weeks in the summer and in eight weeks in the winter

Doctor Benjamin Franklin's name first appears in connection with the American postal service in 1737. In his life he says:

> In 1737 Colonel Spotswood, late governor of Virginia, and then Postmaster-General, being dissatisfied with the conduct of his deputy at Philadelphia respecting some negligence in rendering and want of exactness in framing his accounts, took from him the commission and offered it to me. I accepted it readily and found it of great advantage; for, though the salary was small, it facilitated the correspondence that improved my newspaper, increased the number demanded, as well as the advertisements to be inserted, so that it came to afford me a considerable income.

Thirty years afterward, in February, 1766, Dr. Franklin was examined before the British House of Commons in London relative to the repeal of the American Stamp Act.

The questions and answers on that occasion will be found of interest, as they relate to the Post-Office as it existed at that time, reveal the knowledge Franklin had of postal affairs, and show something of what the British settlements in America were at that date.

In the year 1738 Henry Pratt was appointed riding postmaster for all the routes between Philadelphia and Newport, in Virginia; to set out in the beginning of each month, and to return in twenty-four days.

Notice was given that merchants and others might "confide letters and other business" to him, he having given security to the Postmaster-General.

In the year 1745 John Dalley, a surveyor, informed the public that he had just made a survey of the road from Trenton to Amboy, in New Jersey, and had set up marks at every two miles to guide travelers. It was paid for by private subscriptions, and he proposed to survey the whole road from Philadelphia to New York in the same way if a sufficient sum could be made up.

Although there was at that time no surveyed road, and, of course, no road opened between the two largest cities in the colonies, the population had increased to at least a million of people.

In 1753 the practice of delivering letters by the penny-post or letter-carrier, and of advertising undelivered letters began. The post-offices were so few and scattering that letters and packets for all persons residing in Newton, Bristol, and Chester, in Pennsylvania, and even in New Castle, in Delaware, were sent to the post-office in Philadelphia, where they remained until called for.

Bristol is 20 miles from Philadelphia in one direction and New Castle 40 miles in an opposite direction, making a distance of 60 miles with but one office.

The mail from Philadelphia to the North in this year, 1753, went and returned but once a week in summer, and but once a fortnight in winter, just as it had done twenty-five years before.

On the death, in 1753, of the Deputy Postmaster-General of America, Dr. Franklin was appointed to succeed him, by a commission from the Postmaster-General in England.

The American office had never been a source of revenue to Britain; and Franklin was to have for himself and associate £600, if they could make that sum out of the profits of the office. To do this many improvements were undertaken. We find the mail the next year, 1754, leaving Philadelphia for New York every Monday, Wednesday, and Friday, in the fall, spring, and summer, and once a week in the winter.

This long step in advance of anything before known was due to Franklin's sagacity and good management.

In the next year, 1755, public notice was given that, to aid trade, arrangements had been made by which the winter mail from Philadelphia to New England, which used to set out but once a fortnight, would thereafter set out once a week, as in summer, so that answers to letters from Philadelphia to Boston might be obtained in three weeks which used to require six weeks.

Dr. William Douglass, in his Historical and Political Summary of British Settlements in North America, printed in 1755, says on the subject of mails, routes, &c.:

> From Piscataqua or Portsmouth, to Philadelphia, is a regular postage; from thence to Williamsburgh is uncertain, because the post does not proceed until letters are lodged sufficient to pay the charge of the post-riders.
>
> From Williamsburgh, in Virginia, to Charlestown, in South Carolina, the post-carriage is still more uncertain.
>
> There is a deputy postmaster-general for America, appointed by the postmaster-general in London; New York is appointed for his official residence, but by connivance he resides anywhere; at present in Virginia, Elliot Benger, esq.; formerly Mr. Lloyd, in South Carolina.

This must refer to some time previous to 1755, as Dr. Franklin was deputy postmaster-general at that time.

Dr. Douglass also states that there were then but 1,532 miles of post-roads.

The first stage between New York and Philadelphia, which was probably the first regular stage in the colonies, commenced running in 1756, and performed the journey in three days. Newspapers were few, and were at first carried by mail, free of charge, but in the year 1758 they were charged with postage at the rate of nine pence each per year, for 50 miles, and eighteen pence for 100 miles.

The first stage between Boston and New York commenced running on the 24th of June, 1772, and was to leave once a fortnight.

It was described as "a useful, new, and expensive undertaking, to start on the 13th, and to arrive either to or from either of those places on the 25th of each month," making thirteen days of travel between Boston and New York.

Doctor Franklin says that during the first four years the business was managed by him the office became upwards of £900 in debt, in consequence of extensive improvements, but it soon began to be profitable. In 1774 Franklin "was displaced by a freak of ministers," as he terms it. By that time the American postal revenues yielded three times as much to the British crown as the post-office of Ireland. The Continental Congress shortly after undertook the management of the postal service, appointing a Postmaster-General for the United Colonies, with a salary of $1,000, his residence to be in Philadelphia. Benjamin

Franklin was unanimously chosen to this office. He was allowed a secretary at a salary of $340, with power to appoint as many deputies as he might see proper. By this Congress a line of posts was established from Falmouth, in New England, to Savannah, in Georgia, with as many cross-posts as the Postmaster-General might see fit to establish. The pay for deputies was to be 20 per cent. on all sums under $1,000 and 10 per cent. for all sums above $1,000 a year. It was resolved at this time to establish a weekly post to South Carolina.*

In the Revolutionary struggle that followed we lose sight for a time of postal matters. Dr. Franklin departed for France in 1776.

We catch a glimpse of the meagerness of the office in the memorial presented to Congress in November, 1776, by Ebenezer Hazard, who had been appointed deputy postmaster under Franklin, and subsequently became himself Postmaster-General under the Continental Congress. He prays in his memorial for an increased allowance, since under the operation of the rule giving him 20 per cent. of the first $1,000 and 10 per cent. of the remaining sums received by him he has realized in one year, from October, 1775, to October, 1776, only about 108 pounds sterling, or $550.

We deduce from this the total revenues for the district for the year and find that they yielded something less than $5,000.

The memorialist says he was not able to employ an assistant; that he was obliged to leave the city of New York to keep near the headquarters of the Army, "who are almost the only persons for whom letters now come by post." He further states that, owing to the frequent removals of the Continental Army, he was subjected to extraordinary expense, difficulties, and fatigues, "having paid an exorbitant price for every necessary of life and been obliged for want of a horse, which could not be procured, to follow the Army from place to place on foot."

This, it is believed, is the earliest instance on record of a *traveling post-office* in this country, and provokes a smile as we think of the man who, six years later, was Postmaster-General, following the Army on foot, with his post-office in a knapsack carried by a servant, doubtless, as he complains in a letter of same day and date to Rev. John Witherspoon that he is at an expense of nine shillings per diem "for my own and my servant's victuals only," and protests that he is not treated with dignity in being denied a horse, "although it was not my business as a postmaster to follow the Army like a sutler." (American Archives, Fifth Series, Vol. III, 1776, pp. 679, 680, *et seq.*)

Thursday, November 7, 1776, a resolution was adopted in the Continental Congress appointing Richard Bache, son-in-law of Dr. Franklin, "Postmaster-General in the room of Dr. Franklin, who is absent."

The first Congress that was assembled under our present Constitution passed "An act for the temporary establishment of a post-office," (approved September 22, 1789). This act directed the appointment of a Postmaster-General, and was to continue in force until the end of the next session of Congress. Under this provision, Samuel Osgood, of Massachusetts, was appointed by President Washington Postmaster-

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* The following is copied from the Virginia Gazette, printed at Williamsburg, Va., September 1, 1775:

"This day William Goddard, esq., surveyor, &c., to the Constitutional Post-Office, arrived in this city on a tour through the several united colonies to establish offices in the principal towns and other commercial places under the authority of Benjamin Franklin, esq., who is appointed Postmaster-General by the honorable the Constitutional Congress; and as soon the officers are commissioned and the routes fixed the establishment will immediately take place."

General of the United States, and this was the first appointment to that office. The first annual report, referred to in a preceding paragraph was made two months later. (*Vide* Appendix A.)

On April 4, 1796, Mr. Thatcher, from a special committee on post-office matters, reported at some length to the House of Representatives. We quote a sentence from this report as revealing the primitive methods of the time:

> All the papers and packages directed to distant customers, and to be left at different offices and places, are put loose into the portmanteau with others, for subscribers less distant, and as often as the mail is opened the newspapers are all thrown together out of the portmanteaus, in order to find the individual paper or package to be left at such office or place. At such times there is good reason to suppose papers and small packages are taken away by persons present at opening the portmanteau, to whom they are not directed, but without the knowledge or privity of the postmasters or carriers of the mail. Sometimes, also, it may be presumed, single papers and small bundles are unintentionally omitted to be put into the portmanteau again, after they had been turned out, for the purpose of selecting such as are to be left at that particular place.

Such methods of distributing the mails are about as curious as the system of book-keeping then in vogue, by which the Postmaster-General, as he says in the first annual report, kept "the accounts in a manner that the Treasury shall not be able to charge him with any more money than he chooses to be charged with, which has in fact been the case, I believe, ever since the Revolution."

Mr. Habersham, Postmaster-General in 1798, submitted some remarks to Congress, in which he says the General Post-Office, at its first establishment, did not have more than sixty post-offices under its control, and there were not 2,000 miles of post-roads. The Postmaster-General, his assistant, and one clerk conducted all the business of the General Office.

He further states that the post-offices have increased to the number of nearly seven hundred, and that the mail is transported annually over more than 16,000 miles of post-roads, the whole work of accounts and correspondence being performed in the General Office by the Postmaster-General, his assistant, and four good clerks.

Thus the eighteenth century closed with the Post-Office Department so insignificant in its extent and revenues that it would not be deemed worthy of so ample notice if it were not for the fact that it was the small beginning out of which has grown the strength of the present. After some reference to the methods of transportation which prevailed previous to the introduction of railways, we shall be able properly to appreciate the great difference between the opening and the close of the present century. In the Appendix will be found charts showing the relative growth of the various methods of mail transportation, a glance at which will show that the century opened with less than a thousand post-offices in the United States, less than 20,000 miles of post-roads, and the whole business of the General Post-Office was transacted by six men, one of whom was the Postmaster-General. This stands in marvelous contrast to the figures of the last annual report, which give a total of more than fifty thousand post-offices, five hundred and sixty departmental officers and employés, length of the post-roads 360,000 miles, and an annual transportation of nearly 230,000,000 of miles.

With this hasty reference to the origin of our postal system we are prepared to take up more in detail what may for convenience be called the Stage-Coach Era.

STAGE-COACH ERA.

Any history of the Railway Mail Service would be incomplete without some reference to the stage-coach era, since we never fully understand one step in a progression until we comprehend the preceding steps which lead up to it. The great improvements of recent times are brought out in stronger light by the dark background preceding the days of steam and electricity. The slowness of the old method is in constant contrast with the rapidity of the present, the smallness of the business, the irregularity of arrivals and departures, the expense of the service to the Department, the cost of its privileges to the public, are all points off-set by the extensive, regular, and comparatively inexpensive service of the present. The whole history of the mail service of the country divides itself into two periods of fifty years each; the first period stretching from 1784, when Mr. Ebenezer Hazard was Postmaster-General, to 1834, when the railways were coming into use in a small way in the conveyance of the mails. The second period stretches from 1834 to 1884, with certain other dates standing out in prominence as marking very important steps in the improvement of the Railway Mail Service.

Looking back for a moment at what preceded 1834, we find that in 1833 a New York daily paper on Saturday complains that the Washington papers, which should have reached New York Friday, have only been received on Saturday, and those due Saturday have not arrived excepting one which is wholly taken up with the debate of Monday previous. This debate is promised the readers on Monday following. In other words, the news from Washington was exactly one week old when published in New York. An express was sent by the Government to Charleston (544 miles) in forty-eight hours. The Philadelphia papers, noticing this fact, add:

> Washington City is we believe about 140 miles from Philadelphia, and the mail is about forty-eight hours in its progress between the two cities.

In the winter of 1832 the editors of sundry newspapers in New York united in the establishment of an express between Philadelphia and New York, which out-traveled the United States mail. That reproach might not be brought upon the Post-Office Department, a plan was arranged by which the contractor engaged to carry the mail between Washington and Philadelphia in twenty hours, and later on in the history of this race we find a relay making the distance between New York and Philadelphia (90 miles) in six hours.

Mr. Hill, of New Hampshire, in the Senate, May 10, 1832, speaking on an amendment to the bill for establishing post-roads, proposing the abolition of postage on newspapers, said:

> I have made it an object to inquire at the post-office in this city [Washington] what is the relative weight and bulk of newspapers and letters passing through the mail. The chief clerk in that office did not hesitate to say that they were as twenty to one.

The mail passing from North to South through this place daily contains generally from twenty to thirty—never less than ten—bags, weighing some 150 to 200 pounds each. One of these bags will contain all the letters. On Monday morning I saw the Southern mail as it was dispatched; there were twenty-one bags of newspapers, and all the letters did not fill as much as one bag.

In the light of the present the fears expressed by the Senator from New Hampshire are amusing:

Another consequence of this proposition will be the overburdening the mails on all the principal roads, so as to increase the expense of transport and retard them in their progress.

In 1834, with a part rail line, complaint is made in Washington that Saturday's New York papers did not come to hand until the Tuesday afternoon following. We find a record of a most extraordinary proceeding, in which the passengers or the mail must be left behind, owing to the overloaded condition of the stage. The passengers make up a purse of $50, and depositing it to pay the contractor's fine if it should be exacted for leaving the mail behind, move on without the mail bags.

A correspondent writing from Cincinnati in 1835, says:

The newspaper mail is now conveyed in canvas bags, and a portion of these are thrown off at the stage office whenever the conveyance of passenger baggage requires. In a journey to New York and back again last fall I witnessed this in many cases. Since that I fully understand why the newspaper mail miscarries when the letters arrive.

An old paper notes as a piece of enterprise that in 1826 "ten stages and twenty-one mails depart weekly from Cincinnati."

Mr. Hobbie, of the Post-Office Department, writes to a contractor about this time, saying that there are complaints of mail so much injured by the rain that the letters were destroyed, the papers could not be delivered or forwarded, and naïvely asks in a postscript:

Why not adopt the postmaster's suggestion of boring holes in the bottom of the boot to let off the water so that it shall not all be soaked up by letters and newspapers?

In 1835 the average expense of transportation by horse and sulky was estimated to be about 5 cents per mile, and by stages about 13 cents per mile. At this date we find the contractor is voted by Congress $5,000, on the recommendation of the Postmaster-General and the Secretary of War, to reimburse him for repairs put upon the Cumberland road, which had grown almost impassable, so that the mail had to be carried part of the way by another road, causing much delay.

At this time we find Mr. Hobbie writing a rebukeful letter to the contractor because the Southern mail arrives at Newark, N. J., in a one-horse wagon and remains there until the postmaster can hire a conveyance for it to New York, and also because the postmaster states that he found a mail pouch for Philadelphia from Trenton under the counters of the Eagle Hotel, which had been there for some days. His letter closes: "How is this? Your explanation is desired."

We find about the time when the mails first began to be carried on railways a condition of things like this:

The contractors were running between Washington and Baltimore three lines of stages at different hours of the day, for the accommodation of passengers. They were required by their contract, whenever it should be ordered by the Department, to carry three mails a day between the two cities. There was nothing in the contract requiring them to run a double line at any time, in case the mails should be too large and heavy to be carried by one line of stages; since this was a circumstance which had never occurred when the contract was made, and was not taken

into contemplation. When it was subsequently found that the mail was too heavy to be carried on one line, the contractors proposed to leave a part of it till their next line should start, several hours later. This they were prohibited from doing, but were directed to convey the entire mail at once, and without any delay, no matter what force it might require or how many lines should be run. The contractors obeyed this order claiming for such service extra pay, which was allowed by the Department.

Such facts in the history of mail transportation in ante-railroad times justify the belief that from the beginning the public has been willing to sanction any reasonable outlay which is devoted either to experimental efforts or to permanent improvement of the service. The sensitiveness of the people, even in what seem to us slow-going stage-coach days, on the question of rapid transfer of the mails, and their impatience of delays, foreshadowed the policy which is now being so systematically carried out, that the people shali have the mails just as soon as it is possible for the ingenuity of man to convey them. Already we find the Department officials chafing under unfavorable newspaper criticism. Mr. O. B. Brown, in a letter to a contractor in 1832, says:

> If a newspaper to an editor should be detained it would make more noise than to leave a hundred letters on commercial business. Let the public in every hamlet and dell be gratified, and every editor pleased.

The contrast between those early days and the present is emphasized by recalling that stage contractors and drivers were liable to a penalty of from $200 to $500 "for carrying any colored person, unless such person shall produce the certificate of the clerk of the court of the county from which the stage-coach, steamboat, &c., is about to depart that such colored person is free, or generally reputed to be so."

In 1832 a United States Senator congratulates the country on the great improvement of the mail service as follows:

> This morning I find on my table letters and newspapers brought from New York, a distance of 250 miles, in thirty-six hours, and from Boston, 500 miles, in three days. We have the mail expedited from New Orleans to Washington in one-half its former time; from Baltimore to Pittsburgh, within the last few days, there is a new arrangement by which one or more days are gained. There is scarcely a week or even a day in which some new improvement is not made, facilitating the transport of the mails.
>
> The Department has kept even pace with the country in its march of improvement. These great improvements involve great expenses; and although the Department, in some cases, has gained more by the improvement than it has expended in making it it could not be expected such would be the general result.

We find in this period an arrangement like this: The contractors are to transport the mail between Philadelphia and Pittsburgh daily, in four-horse post-coaches; to run two lines a day, one to go through in a little more than two days, the other in three and one-half days. The object of two lines was that the principal letter-mail might be carried with rapidity, the stages not being heavily loaded and not required to stop at all way offices to exchange mails. The slower line was to carry all newspapers and letters for intermediate offices, and was called the *way mail*. But then, as now, the newspaper-reading public were not to be put off with the old saw that "a half loaf is better than no bread." Newspapers were put up as letters and sent by those having the franking privilege on the fast mail. The result was that some persons were receiving the news from one to three days in advance of the regular newspaper mail. In our day, when no one reads yesterday's paper, we can understand what an exasperation that must have been. To allay complaint the contractors put their newspaper mail on the fast coaches,

and asked the Department for $10,000 a year in addition to the contract price, closing their request with a statement going to show that in those days contractors were not strangers to those better feelings which rise instinctive in the human breast—"Our own feelings will not suffer us to perform a service in which we cannot give satisfaction to the public."

The special agents at this time report bad roads, and mails often laid aside to make room for passengers, and that bags of newspapers were unhesitatingly left on the road when it was inconvenient to carry them. It was not an unusual thing for express mails to pass the regular mails, arriving at the principal cities with newspaper slips containing the latest commercial news, the debates of Congress, and such other matters as could not be anticipated, as now, by telegraph. The regular mail was thus turned into a jest by means of the Department's own expresses, so that we find newspapers announcing as a special feature that they contain news forty-eight hours in advance of the mail. One of the journals of the time justly characterizes such a condition of things as a "burning shame."

The older contracts contained a clause stipulating on lines where the mails had grown very heavy that the mail is to be carried daily "in four-horse coaches, *constructed under the directions of the Department exclusively for the mails*, except an outside seat for the accommodation of three passengers." From this it will be seen that in constructing and running cars exclusively for the mails the Department has but followed the line of policy that was already necessary in stage-coach days. In contracts of this nature proposals were also received for two lines of coaches, to run at the same hours, with full privilege to convey passengers so far as the weight and bulk of the mails would allow.

We need also to recall how small a factor the railroad service was at first. There were but a few hundred miles of road in 1835. The average rate of speed was but little, if any, above the time made by stage-coach and horse-back, many of the contracts for these latter methods calling for eight, nine, ten, and even as high as fifteen miles an hour. Among the earlier proposals we find cases where the horse was allowed the contract because he made quicker time than the railroad. In other cases the railroad agreed to carry the mails at certain rates, provided the schedule requiring eleven miles per hour would be reduced.

In this state of things, with broken sections of road here and there, it was not possible yet to do more than quicken up a through stage route. There were no connecting lines of rail. Whatever use was made of the railroads was in many cases at the instance of the stage contractor, who appears to have made a subcontract with the railroad.

An extract from the report of the Senate committee, made January 27, 1835, on the condition and proceedings of the Post-Office Department, will be of interest here as it throws much light on the state of the mail service at that time (23d Congress, 2d sess., Senate Doc. 86, p. 112):

It appears by a report from the Department, that in March, 1833, the Postmaster-General determined to expedite the mail between Washington and New York, and between that place and the Eastern cities, with a view to put down private mails and to do away with the necessity of employing a public express for that purpose, and as had been done in the preceding winter.

It was found necessary to run the mail from Philadelphia to New York in twelve hours, in bad roads as well as good. For this purpose the contractor was engaged to perform the service within that time, but the execution was considered impracticable if he were compelled to stop at the numerous post-offices on the route, and therefore an additional line was established for the purpose of supplying them. This arrangement rendered unnecessary the express mail before spoken of. This additional mail cost the Department $5,125, which is $1,975 more than the express mail, which was in

consequence ordered to be discontinued. By this latter arrangement the mail was dispatched from Washington to New York in fifteen hours less time on the winter arrangement than before, and a day was gained in the expedition of the Southern mail to Boston and Albany and the numerous points beyond. This requirement of extraordinary speed on route No. 951 had the effect of inducing the contractor to arrange with the Camden and Amboy Railroad Company for the transportation of the city mails and the Great Eastern and Southern mails passing through New Jersey, and thereby secured to the service of the mail all the expedition that could be given by the railroad, which had been completed and put in operation since the making of the mail contracts for that section of the United States.

It is of the greatest importance that the movement of the mail should be as rapid as that of travelers, especially between large cities like Philadelphia and New York. It is apparent that much difficulty may arise in effecting this, where a change in the mode of travel has taken place subsequently to the contracts being let for four years, as in the event of the construction of a railroad respecting which there are no general provisions of law, as in the case of steamboats. In this instance, the running of two lines of mails on the railroad was accomplished, and a daily line of stage mail continued to the towns situated between Philadelphia and New York, on the old route, at an additional cost of moderate amount, compared with the amount paid on the contract, or the rate of compensation asked by the railroad companies for transporting the mail, and not an unreasonable price, in our judgments, for the advantages ecured by the improvement.

* * * * * * *

It appears from the testimony, that in the beginning of the year 1833, such was the excited and interesting state of public affairs, that the editor of the Journal of Commerce, a newspaper printed in the city of New York, felt justified, at its own expense, to establish an express to run from Philadelphia to the city of New York, and by this means obtained the intelligence earlier than its arrival in the regular course of the mail. This express had been in operation for several days, and by reason of it the editor of that paper obtained information at an earlier period than the other editors in the city of New York. As it was to be expected, this produced dissatisfaction, that a private individual could obtain intelligence for himself and patrons before the Government furnished it to the citizens generally.

In this state of things the Postmaster-General deemed it his duty to employ an express mail, which should convey intelligence as rapidly as it could be furnished by the individual alluded to. He accordingly engaged Mr. Reeside, an efficient contractor, to perform this special service, promising to give him a fair compensation for the same so long as it should be deemed necessary for the Government express to be run.

Doubts have been expressed as to the propriety of this measure as adopted by the Postmaster-General. Although we are inclined to the opinion that celerity in the transportation of the mail has been too much regarded in some cases, yet, in this instance, the object of the Department was laudable and praiseworthy. It should not be permitted that an individual should establish a mode of communication and continue it by which intelligence should be received and acted upon by him before the community at large can have the benefit of it through the medium of the Government mails.

If such a measure on the part of an individual cannot be arrested by law, the Government should not hesitate to adopt means, although of an expensive character, to place the community generally in possession of the same intelligence at as early a period as practicable.

It should defeat the efforts of individuals to exercise functions and powers belonging exclusively to itself; especially where such efforts are attended with the effect of giving them advantages over the rest of the community. We therefore conclude that it was proper in the Post-Office Department to put this express mail into operation. And we have not heard of any attempt to set up a private express, either for purposes of speculation or any other, since the one made by the editors of the Journal of Commerce; and it is hoped that the measures adopted by the Postmaster-General in this instance will teach all our citizens the inutility of such attempts.

Reeside contracted to run the distance between Philadelphia and New York, 90 miles, in six hours, making 15 miles an hour. The horses were run 5 miles and changed, making 18 changes. It took two horses to carry the mail. This made 72 horses for each day's service with reserves to supply the places of the disabled. The charge was $1 for each mile run by each horse.

The Postmaster-General has just begun an experiment which cannot be successful, because it is oppressive, unequal, and vexatious in its operation. It consists in the

establishment of an express mail from Philadelphia to New York, and from New York to Philadelphia, to *carry the exchange papers* of printers between the two cities, leaving the bulk of the newspaper mail to find its way to and fro as it can! Under this happy conception of a plan for expediting the mail, the New York subscribers to all newspapers south and west of Philadelphia may whistle for their papers. If one of our subscribers in New York, for example, gets this day's paper by this day week, he will be in great luck. We should not be surprised, indeed, if he did not get it till Christmas. This will never do. The new arrangement is well meant, no doubt, but it will be found in practice to be intolerable, and must be abandoned. (National Intelligencer, February 5, 1833.)

The Eastern mail also arrived at a late hour, but not at all surprisingly so, when the state of the roads between this and Philadelphia is considered. *Beyond* Philadelphia the mail has been a whole day (twenty-fours) in the rear of even its usual tortoise-pace for the last three days. (National Intelligencer, January 29, 1833.)

Dickens, in his American Notes, gives here and there sentences detailing his experience in traveling forty years ago, which enable us better than anything else to imagine the inconveniences of those days when the stage-coach was the prevailing method of conveyance and the railroads in their incipiency. In his visit made in 1842 he speaks of the journey from New York to Philadelphia (all rail) occupying between five and six hours, and leaving Philadelphia at 6 o'clock in the morning, reaching Washington after a journey of twelve and one-half hours. Again, leaving Harrisburg on Friday he arrived at the foot of the Alleghenies on Sunday morning, and on Monday evening came in sight of the furnace fires of Pittsburgh. His description of the journey from Columbus to Sandusky in an old-time stage-coach is worth reproducing for the benefit of those who never had similar experience:

> The great portion of the way was over what is called the "corduroy" road, which is made by throwing trunks of trees into a marsh and leaving them to settle there. The very slightest of the jolts with which the pondrous carriage fell from log to log was enough, it seemed, to have dislocated all the bones in the human body. It would be impossible to experience a similar set of sensations, in any other circumstances, unless perhaps in attempting to go up to the top of Saint Paul's in an omnibus.

The same writer, in one of his stories, compares the advent of the railway to an earthquake, by which the whole country was rent to its center; houses were knocked down; streets broken through and stopped; deep pits and trenches dug in the ground; enormous heaps of earth and clay thrown up.

> In short, the yet unfinished and unopened railroad was in progress; and, from the very core of all this dire disorder, trailed smoothly away upon its mighty course of civilization and improvement.

The men are yet living who saw the beginning of this great revolution in domestic life, in social and financial affairs, inaugurated by the new motive power.

As the commencement of railway travel and railway mail transportation were almost coincident, it will be impossible to avoid some details which belong to both.

FIRST MENTION OF RAILWAYS.

In speaking of the origin of the Railway Mail Service, we are likely to carry the present condition of things back to the beginning, which totally unfits us for comprehending what has been accomplished in more recent years. If we go back to the time when railways first began to carry the mails, we find cumbrous engines, rude tracks, wooden rails, strapped with iron, trains running at a speed very little beyond what the stage-coaches had been making, and, in some cases, in competition between the stage and the railways, we find the contracts allowed to the stages because they make quicker time.

The earliest mention that we can find of railways in the records of Congress is in the bill introduced in the Senate April 23, 1828, authorizing the Baltimore and Ohio Railroad Company to import iron for the construction of their road, which was laid on the table, after debate, and subsequently taken up, ordered to a third reading, and passed. In May, 1830, there was a debate in the Senate on the bill authorizing a subscription by the General Government to the stock of the Baltimore and Ohio Railroad Company. The bill was laid on the table by a vote of 21 yeas to 19 nays.

Thursday, March 15, 1832, a resolution was offered in the House of Representatives by Mr. Howard, of Maryland, and passed the same day, instructing the Committee on Manufactures to inquire into the expediency of allowing a drawback to the whole amount of the duty upon iron imported for railroads, to be used by a State, or by a company incorporated by a State, when it shall be ascertained to the satisfaction of the Secretary of the Treasury that the said iron is permanently laid on the road.

Thursday, February 9, 1832, Mr. Davis, of Massachusetts, in the course of a debate on a resolution of Mr. Mercer, from the Committee on Internal Improvements, to print the report of the British House of Commons on the subject of the operation of steam carriages on roads, said that "he conceived the subject of land transportation by steam to be one of the greatest importance to the nation. They had seen the almost incredible effects which it had produced on water carriage, and there was reason to believe it would be found still more powerful by land. If the transmission of intelligence from one part of the country to the other could be facilitated, whether regarded as to its advantages in the state of war or peace, it was the duty of the Government to lend its aid to such a purpose." (*Vide* Debates in Congress, H. R., Feb. 9, 1832, Vol. VIII, Part II, p. 1776.)

In February, 1832, the House of Representatives discussed a resolution to print certain documents on the relative merits and cost of canals and railroads. The Boston and Worcester Railroad was opened Saturday, September 20, 1834, from Boston to West Hopkinson, 24 miles, 13 miles having been in use for some time previous.

The Portsmouth and Roanoke Railroad was opened September 23, 1834, running from Portsmouth to Suffolk, Va. The Philadelphia and Trenton Railroad was opened the whole distance, 28 miles, November 1, 1834. Two trains ran a day, one with locomotive and one with horses.

The formal opening of the railway between Washington and Baltimore took place Tuesday, August 25, 1835. The contractors at this time for conveying the mail by stage between those cities wrote the Department for permission to carry the mail on the railroad cars. The Postmaster-General first objected on the ground that the Eastern mail at Baltimore and Southern mail at Washington would be likely to miss connection. He thought it would not do at all to place transportation on the railroad without providing for the forwarding of the mails from Baltimore to Washington when they should be too late for the cars. This objection was overcome by an agreement on the part of the contractors to convey the mails, which failed to connect with the cars, by stage, and the Postmaster-General then gave his consent to the arrangement, sending a letter to the postmasters at Baltimore and Washington, notifying them of the change. As this is one of the earliest lines in operation and this transfer from stage to railroad one of the earliest mentioned, the letter will be read with some interest after fifty years:

POST-OFFICE DEPARTMENT, NORTHERN DIVISION,
September 16, 1835.

SIR: Arrangements have been made by the contractors and assented to by the Postmaster-General for the conveyance of the great mail from Washington to Baltimore, and from Baltimore to Washington, by the railroad cars for the remainder of the current year, commencing this day. The cars will leave this city at half past 4 p. m., and Baltimore at 4 p m.; they will take from Baltimore the mail from the East, and whatever may be in your office at the time of departure. The night coach line will be continued, leaving Baltimore at 8 p. m. with the mails from Harrisburg, &c., and the way mail. It will leave this city at 10 p. m. with the newspaper and way mail.

In case of the non-arrival of the mail from the South at this city, and from the East at Baltimore, in time for the cars, it is to be conveyed by coaches, so as to save the connection. The Postmaster-General has also agreed to the conveyance of the mail between Baltimore and Frederick by the railroad.

AMOS KENDALL.

J. S. SKINNER, Esq.,
Postmaster at Baltimore, Md.
WM. JONES, Esq.,
Postmaster at Washington, D. C.

It is claimed that the first locomotive run on this continent was at Honesdale, Pa., on the railroad of the Delaware and Hudson Canal Company, August 9, 1829.

The South Carolina Railroad Company was the first corporate body to adopt the locomotive as the tractive power on a railroad. September, 1829.

The first road in the United States to run a hundred miles in continuous line was the South Carolina Railroad.

The cars began running on the Boston and Providence road from Boston to Canton (15 miles) in September, 1834. The cars passed over the whole line on the Boston and Providence Railroad for the first time on Tuesday, July 27, 1835, the viaduct at Canton having been completed.

Mr. Barry the Postmaster-General, under date of September 15, 1834, wrote to William Gibbs McNeil, superintendent of the Boston and Providence Railroad, saying that any arrangement made by him with Messrs. Stockton & Stokes, contractors for carrying the mail from Boston, Mass., to Providence, R. I., calculated to expedite the mail on that im-

portant route, "and which shall not involve the Department in any additional expense," would be satisfactory to the Postmaster-General:

September 15, 1834.

SIR: Messrs. Stockton & Stokes, contractors for carrying the mail from Boston, Mass., to Providence, R. I., having signified to me your willingness to arrange with their agent for transporting the mail on that section of the Boston and Providence Railroad now in operation between Boston and Canton, I have to observe that any arrangement made with these gentlemen calculated to expedite the mail on that important route, and which shall not involve the Department in any additional expense, will be satisfactory to me.

W. T. BARRY.

WILLIAM GIBBS MCNEIL, Esq.,
Superintendent of Boston and Providence Railroad.
(Care of Stockton & Stokes, Baltimore, Md.)

As a result of this communication from the Department, the contractors withdrew their stages altogether from this route. Complaint was made to the Department that the mail arrived at Providence and departed therefrom "in a chaise driven by a boy."

The contractors are then reminded that the privilege extended to them of availing themselves of the facility of transportation afforded by the completion of the section of the Boston and Providence Railroad between Boston and Canton (15 miles) must not be construed into authority for the withdrawal of their entire line of stages from that important route. After some further explanations the matter was satisfactorily adjusted.

In August, 1834, the postmasters at Philadelphia, New York, Bordentown, and Trenton, were notified that arrangements had been made for the conveyance of a special mail from New York and Philadelphia to Trenton, N. J., and back by the railroad cars, via Bordentown. In the same month the contractors from Philadelphia to Lancaster were notified that the trips would be reduced to three a week between Philadelphia, West Chester, and Lancaster, "railroad daily mail to West Chester to continue."

June 27, 1835, the Wilmington and Susquehanna Railroad was formally opened. Monday, July 20, 1835, the cars began to run regularly between Washington and Baltimore, from the district line twice daily, "occasionally at the rate of 20 miles an hour," so the news notice of the day had it. A local paper noticing the opening of the railroad, says: "By applying our modern mode of computing distances by hours instead of days and miles, the distance between the two cities is henceforth to be two hours; that from Washington to New York, twenty-six hours; and to Boston, forty hours! Are we in a dream?" The formal opening of the road was on Tuesday, August 25.

The mayor of Washington, W. A. Bradley, esq., in an address on the opening of the road, said:

But a few years have passed since the weary traveller, leaving Washington with the rising sun, was still found toiling his way to Baltimore as that sun sat. Now the man of business may make his arrangements for the day in the morning, visit and purchase his goods in Baltimore at noon, and long before the evening return to Washington, and unpack his wares for sale on the ensuing morning. May we not then reasonably hope that this is but a span in a great line of communication which, even in our day, shall almost dissipate distance and bring New Orleans as near to Boston as that city now is to our own.

July 29, 1835, the Postmaster-General, Mr. Kendall, writes the contractors that he desires to procure the transportation of the mail on the Washington and Baltimore road, if it can be effected on terms which

shall be acceptable to them or the Department. "I would prefer," he says, "a direct arrangement between the company and the Department on such terms as would bid fair to make it permanent.

In such irregular and blind fashion did this great interest struggle into existence at the first. Like all beginnings, it was small and difficult, and many years were to elapse before the real significance of the preparations was apparent.

August 10, 1835, the Department addressed a letter to Messrs. Stockton & Stokes, authorizing the transportation of the mail by the railroad between Washington and Baltimore for the remainder of their contract term.

A Washington paper of that date makes the very prepostrous prophecy that "the day is not distant when travelers leaving Washington in the morning will dine in Philadelphia and arrive the same evening in New York."

In 1835 Mr. Hendricks, of Indiana, offered the following resolution:

Resolved, That the Committee on Roads and Canals be instructed to inquire into the expediency of authorizing the several railroad companies chartered by the State of Indiana to construct roads from the Ohio River into the interior of the State, to use the timber of the public lands in the construction of their respective works; and also to inquire into the expediency of making grants of the public lands for the location of such roads, and to aid the companies in making them wheresoever the same may pass over any unsold lands of the United States.

In a letter from Mr. S. R. Hobbie, Second Assistant Postmaster-General, addressed to the Postmaster-General, December 16, 1835, making some suggestions as to the best method of correcting delays reported between New York and Washington, we get some light on the methods in vogue in the beginning of *fast mail* service. Mr. Hobbie says he apprehends that the delays are caused by the separation of mail matter for the purpose of relieving the most rapid lines from an excessive weight of mail.

This practice has been allowed, he says, in the winter. What the practice was he tells us in the next sentence:

Weekly newspapers, pamphlets, and public documents have been allowed to be classed as slow matter and placed in separate bags, labeled *ordinary mail;* these have been sent through New Jersey by the day line, and through to Baltimore, by the way of York, and to Washington by the day-line, making a delay of about three days. The residue, being letters and daily, tri-weekly and semi-weekly papers is called "fast mail," and the bags containing them were so labeled, and dispatched by the most rapid conveyance.

One of the first references to the possible conveyance of the mail by railroad is found in a letter from O. B. Brown, chief clerk of the Post-Office Department, to Nathaniel Green, postmaster at Boston, Mass., dated March 19, 1832. In this letter an explanation of the delays in mail service is offered in the fact that these delays have originated between New York and Philadelphia.

"The stages from Philadelphia to New York have, during the past winter, frequently been drawn for miles upon the axle trees." "So deep were the roads," another letter explains.

At the close of this letter Mr. Brown says:

Your suggestions that the great mail should be continued on directly from Philadelphia (*upon the completion of the Camden and Amboy Railroad*) so as to gain twelve hours in its arrivals at New York, Hartford, and Boston, will have all due consideration, and you are aware of the disposition of the Postmaster-General to afford to the country at large every possible mail accommodation within his means and powers to grant.

Evidently the suggestion had come to the Department from the postmaster at Boston that this road should be used on its completion. (*Vide* Letter-Book II, P. O. D. O. B. Brown, November 3, 1831, to May 9, 1832.)

"About the middle of February, 1834, the contractor engaged the Amboy and Camden Railroad Company to convey for him the mails of the great line, and also of the second, or city line, running stages from Jersey City, opposite New York, to Amboy, the termination of the railroad. * * * This arrangement was a desideratum with the Department, and could only be effected through Mr. Reeside, as he held the contract for the entire service until the 31st December, 1835.

May 19, 1834, James Reeside is notified that the newspaper mail from New York, due in Philadelphia on the 6th, did not arrive till 11½ a. m. of 7th. The contractor is informed that the Department will impose fines, and he is requested to inform the agent of the railroad, where the trouble seems to lie.

December 27, 1834, the postmaster at Baltimore is informed that arrangements have been made with the contractors to send a second mail from Washington to Philadelphia, by way of York, Columbia, *and the railroad*, to start from Washington at 3 a. m., from Baltimore at 9 a. m., and reach Philadelphia by 6 next morning—twenty-seven hours, Washington to Philadelphia.

A Boston traveler, in October, 1834, writing to the Boston Atlas from Pittsburgh, says (National Intelligencer, November 3, 1834):

We left Philadelphia on the morning of the 6th in a railroad car, and reached Columbia, on the Susquehanna, at dusk; distance, 82 miles. The car was drawn by horses; but on the 9th, as I was informed, the second track was to have been completed, when a locomotive steam-engine was to be substituted, and the distance would be run over in between six and seven hours.

This railroad has been constructed by the State of Pennsylvania. The rails are laid on blocks of stone, and the whole of the work has been well executed. There are two inclined planes to overcome a height of nearly 200 feet at each terminus, the first to ascend from the vale of the Schuylkill and the other to descend into that of the Susquehanna at Columbia.

But a few years since it required as long a time to go from Boston to the State of Ohio as to make a voyage to Europe; and keel boats from New Orleans could not reach Louisville in less than from ninety to a hundred days; but by the invention of steamboats, the construction of canals and railroads, and the use of locomotives, the journey may be performed next summer from Boston to Saint Louis, a distance of over 1,900 miles, in from fourteen to fifteen days, and at an expense of not more than $50, and this, too, without passing *a single mile in stages over a common road.*

Such are the glorious advantages of internal improvements.

At this time grave doubts were entertained as to whether the railway service could ever be made acceptable to the public or the Department, and frequent threats are on record that the contractors will be remanded to the stage coaches.

February 18, 1835, on account of many complaints of gross irregularity in the transportation of the newspaper mail between Philadelphia and Harrisburg and Carlisle, the contractors were informed by the Department that if the irregularities were repeated "this mode of transportation by the railroad must be at once abandoned, and you will be required to resume your double daily line of four-horse post-coaches between Philadelphia and Chambersburg."

March 27, 1835, a letter from the Department reveals the fact that the contractors, after having used the railroad from Baltimore to Frederick for some time, ask permission to resume their trips by stage-coach. On this request the Postmaster-General made the following indorsement:

The contractors will go by railroad or otherwise, so that the mail is carried in due time.

A letter addressed by the Department, March 28, 1835, to James Reeside, contractor, complains that—

> The mail from New York to Philadelphia, by railroad, is usually late, taking more than thirteen hours from Jersey City. * * * This was hardly the case in the worst of bad staging.

The intimation is given to the contractor that a repetition of these evils will be followed by directions from the Department to abandon this mode of conveyance, and to resume his former route—that is, go back from the railway to the stages.

April 30, 1835:

> There have been two failures of the mail from beyond Philadelphia, at this city, in the course of the present week, occasioned, it is said, by accidents to the locomotive on the Amboy and Camden Railroad.
>
> These occurrences are peculiarly annoying at this time, and have become the subject of public notice and complaint.
>
> From the experiences we have had the adaptation of the railroad to the purposes of mail transportation is becoming every day more and more questionable.
>
> It is very apparent that it cannot be relied on with that degree of certainty which is all important in the transmission of the mail, and without which disappointments occur to the public and complaints are rung in the ears of the Department from every quarter of the country.

The early notices of acceptance of proposals on lines where railroads were in course of construction were many of them qualified by the phrase:

> On condition that in case any arrangement shall hereafter be made under the authority of Congress to carry the mail for the whole or any part of the route on railroad, then your contract to be annulled, or there shall be a pro rata deduction as the case may be.

February 26, 1836, the contractor on route between Augusta and Charleston is authorized to make a subcontract with the railroad company; if he desires to do so.

The letter notifying the contractor says:

> The Postmaster-General will not object to your making a subcontract with the railroad company, provided all the offices be supplied, and provided the expedition furnished by the railroad involve no extra expense.

Among the archives of the Department will be found old contracts, which were among the earliest made directly with the railroads. These contracts are made by using the blanks for stage-coach service, erasures and interlineations adapting them to the new order of things.

The very earliest railroad service seems to have been performed by the railroads for the contractors, who had agreed with the Department to carry the mails for four years. During the performance of these contracts certain sections of railroad were completed, and the contractors, by consent of the Department, made their own arrangements with the roads to have the mails conveyed more expeditiously. It was later that the roads were invited to make proposals, and only recently that the custom of making contracts with the roads has been abandoned.

At one time in the history of the Department a serious rupture was threatened, through an attempt made by the Postmaster-General to compel all the railroad companies to execute contracts with the Post-Office Department, of which some mention will be made later.

Old advertisements indicate that at first the Department used precisely the same form in asking for proposals to carry the mails in cars as in stages, without any reference to the absence of competition. For example, one advertisement is as follows:

> 1901.—From Baltimore, by Hall's Cross-Roads, Perrymansville, Havre de Grace, Perrysville, Charlestown, North East, Elkton, Newark, Del., Staunton, Newport, Wil-

mington, Marcus Hook, Pa., Chester, and Leipersville, to Philadelphia, 97 miles and back daily, in railroad cars.

Leave Baltimore every day at 9 a. m.; arrive at Philadelphia same day by 4 p. m.

Leave Philadelphia every day at 1 a. m.; arrive at Baltimore same day by 9 a. m.

The mail is to be conveyed in a separate car, fitted up under the direction of the Department, for the exclusive use of the mails and the post-office agent, who is to attend to the delivery and receipt of mails at the intermediate offices.

Under this advertisement a contract was ordered to be executed with M. Newkirk, president of the Philadelphia and Baltimore Railroad Company, at $30,600 per annum, to take effect from April 1, 1842, and to expire June 30, 1844.

One of the postscripts to this order reads:

March 31, 1843.—Appoint Collins Denny, John Wolfe, Richard Smith, Robert Hill, and William Adrian, conductors in employ of the company as mail agents on the old railroad line for the way mail, without pay from the Department.

A subsequent postscript shows that this order was soon rescinded.

Contract 1902, from Baltimore to Washington daily, in railroad cars, has an addendum as follows:

September 12, 1843.—Postmaster at Washington ordered to detail a clerk from his office to attend at the railroad depot to assort the mail received by night train so as to prevent mistakes in sending for boat and for the post-office.

For a long time the formality of advertising for bids was observed in the case of railroad service, though it was well known that there could not possibly be any competition.

The Postmaster-General, in his annual report for 1843, p. 4, suggests that it is idle to advertise for bids since there is no competition, and by a joint resolution of Congress February 20, 1845, the Postmaster-General was authorized to contract with any railroad company without advertising for bids as the previous law required.

These references, and extracts from the early records, which might have been multiplied indefinitely, have been made at some length because they are necessary to understand the first steps in an arm of the postal service which has become so important to every domestic and business interest of the country.

In the Appendix will be found a section which enters still more into the detail of the earliest service by rail, to which those curious to follow the subject further may turn. [*Vide* Appendix C.]

EARLY CONTRACTS.

Some light will be thrown on the transition period we are now considering by a glance at the earliest contracts made with the railroad companies for transportation of the mails.

In a list of contracts made in 1831, to take effect 1st January, 1832, for the three years following, furnished the Speaker of the House by Postmaster-General Barry, April 18, 1832, we find no mention as yet of any kind of service on post-roads except stages, sulkies, 4-horse post coaches, horseback, packets, and steamboats.

The act of Congress constituting every railroad in the United States a post-route was approved July 7, 1838.

In March, 1823, all waters on which steamboats regularly pass from port to port were, by act of Congress, established as post-roads; and in July, 1836, the Postmaster-General was authorized to contract for carrying the mail on the navigable canals of the several States, and such canals were declared to be post-roads. It is significant that the act of July, 1836, regulating the Post-Office Department, containing forty-six sections, contains no intimation of any transportation by railroad, although the annual transportation by rail had already amounted to 270,504 miles in 1835.

In 1833 the annual transportation of the mail was 17,693,839 miles in stages, 628,737 miles in steamboats, and 8,531,909 miles on horseback and in sulkies. There is no intimation as yet of the new carrier that is shortly to enter and distance all competitors. We know that there were in operation about 400 miles of railway at this time, in broken sections, without length or rapidity sufficient to claim the attention of the Post-Office Department. No direct contracts had as yet been executed; the mail was carried on cars by individual contractors. It is in this year that we find the Postmaster-General making a report to the Senate of all extra allowances made on contracts during the five years preceding.

In this report we find such items as the following:

During a period from 7th December, 1829, to 20th January, 1830, when there was reason to believe that a plan was laid for the robbery of the mail on this route, it was deemed a matter of prudence to employ double-armed mail guards to accompany the mail continually. Their expense was allowed, which amounted to $435 additional.

It is necessary for the safety of the mail on this route that it shall always be under the charge of a double-armed guard.

The first mention of the railway as a possible mode of mail communication in the annual reports of the Post-Office occurs in the year 1834.

The Postmaster-General, Mr. W. T. Barry, in an annual report, the whole of which occupies five meager pages, takes up one of these pages in discussing the advisability of employing the railroads to convey the mails. This page, from this old report, already cited in the Annual Report of the Superintendent of Railway Mail Service for 1882, is of such interest that it is again quoted entire.

The celerity of the mail should always be equal to the most rapid transition of the traveler; and that which shortens the time of communication, and facilitates the in-

tercourse between distant places, is like bringing them nearer together; while it affords convenience to men of business, it tends to counteract local prejudices by enlarging the sphere of acquaintance. These considerations have always had their full weight upon my mind in making improvements in mail operations. The multiplication of railroads in different parts of the country promises, within a few years, to give great rapidity to the movements of travelers, and it is a subject worthy of inquiry, whether measures may not now be taken to secure the transportation of the mail upon them. Already have the railroads between Frenchtown, in Maryland, and New Castle, in Delaware, and between Camden and South Amboy, in New Jersey, afforded great and important facilities to the transmission of the great Eastern mail.

The railroad between this city and Baltimore will soon be completed, and the distance from the post-office in this place to that of Baltimore will not be materially varied from the present road, 38 miles. From Baltimore, by Port Deposit, in Maryland, to Coatesville, in Pennsylvania, the line for a railroad is located, and the stock subscribed for its completion, and from Coatesville to Philadelphia a railroad is made and in operation. The distance between Baltimore and Philadelphia on this road will be 117 miles, about 18 miles greater than the present land route. From Philadelphia to Trenton bridge, about 28 miles, the railroad is nearly completed, and from New Brunswick, in Jersey, to Jersey City, on the west side of the Hudson River, opposite the city of New York, 30 miles, the railroad is in a state of progress. When these works shall be completed, the only interval will be between Trenton and New Brunswick, about 26 miles, to complete an entire railroad between this place and the city of New York, and it cannot be supposed that the enterprising State of New Jersey will long delay to perfect a communication of such great importance, passing through most of her largest and most flourishing towns.

When this shall be done, the whole distance between this city and New York on a continuous railroad, will not exceed 240 miles, and the journey may be performed at all times with certainty, allowing ample time for stopping at important places on the road, in sixteen hours, and ordinarily in a shorter period.

If provision can be made to secure the regular transportation of the mail upon this and upon other railroads which are constructing, and in some instances already finished, it will be of great utility to the public, otherwise these corporations may become exorbitant in their demands, and prove eventually to be dangerous monopolies.

From all that has followed it does not appear that Postmaster-General Barry was at all extravagant in his anticipations.

The earliest legislation by Congress as to pay being in 1838, all that precedes that date is fragmentary and was done by the Department under the old contract system.

In 1834 an examination was ordered by Congress of the condition of the Post-Office Department. This examination was made by a select committee, and their report concludes (*Vide* 23d Congress, 2d session, H. R., p. 50, No. 103):

> The negligent and unsystematic form of making and preserving contracts is such that no human mind can comprehend the whole and maintain in order so vast and complicated a machine as the General Post-Office. The contracts are now and have at all times, which have fallen under the observation of the committee, been most loosely constructed. It is occasionally impossible to penetrate their obscurity, often difficult to decipher their interlineations and marginal notes and always to be doubted whether they are so framed and executed as to be valid in law. An occular inspection of the mail contract books can alone convey an adequate idea of the careless and confused manner in which they are kept. Certain it is that the experience of one generation of laborers in this branch of the office cannot be transmitted through them to another. Knowledge if acquired is to be obtained rather from those who keep the books than from the books themselves, and the consequence is that the loss of the book-keeper is the extinction of all certain light.

It will be noted from these transcripts from the old post-office journals and contracts that the change was made from the stage-coach to rail-car after no fixed rule. Sometimes the contractor made his own arrangement with the railroad company; sometimes the old contract was simply transferred to the company at the same rates; sometimes the compensation was divided pro rata so far as the railroad covered the route; sometimes the postmaster in a large city made the arrangements for the Department.

In 1840 the Postmaster-General reports to the House of Representa-

tives that defective railroads are the source of continual irregularity, yet the Department is obliged to resort to them because it cannot procure a service generally so rapid and satisfactory. All this goes to show that, as we have already said, the Railway Mail Service has been a growth. Some of the most valuable aids to the service were at first deemed useless innovations. The Department was compelled to feel its way slowly on many lines of improvement, adapting itself gradually to a new order of things. Mistakes were made, conflicts arose, anomalies fastened themselves upon the service which it required years to correct, a nomenclature grew up naturally with the development of the service which became meaningless in the course of time, and required an act of Congress to abolish it.

It is only after this date that we are able to find a full journal of daily transactions of business.

A careful study of the postal methods of those days reveals some curious facts.

We find an old advertisement soliciting bids for service between New York and Philadelphia:

> Ninety miles and back every day in four-horse post-coaches; to leave New York every day at 3 p. m., arrive at Philadelphia next day at 6 a. m.; leave Philadelphia every day at 3 p. m., and arrive at New York next day at 6 a. m.

In response to this advertisement the Union Line Stage Company offer to carry the mail for $13,200 for the first of the four years, and for the remaining three years they offer to carry it by the steamboats, and by the Camden and Amboy Railroad in nine hours instead of fifteen, as in the advertisement.

> Another bidder agrees to carry the mail with as much speed as man and horses or machinery will allow, whether on the railroad when completed, or any part of it.

This is in 1831, showing that the period was coming when railroads were to be utilized in carrying the mails, but indicating that the contractor with the Government must have been also a contractor with the railroad.

Another bid contains a sentence like the following (dated Washington, September 26, 1831):

> The railroad will in all probability be completed from Bordentown to Amboy by the 1st September, 1832.
>
> In that case the contractors would then commence conveying the mails by that conveyance, if agreeable to the Post-Office Department. (*Vide* second session Twenty-third Congress, Senate Doc., vol. 3, Doc. 86, p. 251.)

In compliance with a resolution of Congress the Postmaster-General furnished in 1836 a list of all contracts made by him between January 1 and July 1, 1836, for the transportation of the mails.

In that list we find only one mention of any railroad transportation, which is on route 1036, from Philadelphia to Mauch Chunk, Pa., 117 miles, the service to be performed twice daily between Philadelphia and Reading, 58 miles; daily from Reading to Port Carbon, and tri-weekly from Port Carbon to Mauch Chunk. Contract for four years at $3,000 per annum.

Also a clause began to be inserted, in the printed forms, rendered necessary by the anomalies of the service at this time, reading as follows:

> That he shall not, by himself or his agent, transmit or be concerned in transmitting, commercial intelligence more rapidly than by mail.

A clause which still remains in the present printed contracts, though it must long since have become a dead letter, through the telegraph and telephone.

In every contract executed at this date was a clause directing that when the mail was carried on horseback or in a vehicle other than a stage—

> It shall be covered securely with an oil-cloth or bear-skin against rain or snow, under a penalty of $20 for each time the mail is wet.

Beginning with the year 1835 we find a regularly-kept post-office journal, the absence of which for previous years may be accounted for by the fire about this time that destroyed many of the records of the office, or by the negligence heretofore mentioned.

As bearing on the origin of the Railway Mail Service, a liberal use is made of the records of the first few years.

In August, 1835, an order was issued that the postmasters at all terminal offices of every mail route in the United States be required to keep registers of the arrival and departure of all mails.

The postmasters at the end of routes on which the mail was carried on horseback or in sulkies were to forward their registers to the Department at the close of each month. The postmasters at the end of routes on which the mail was carried in stages, post-coaches, steamboats, or on railroads were to return their registers at the end of each week. (P. O. Journal, Vol. I, p. 32.)

At this date about a thousand miles of railway had been built, on less than half of which was the mail carried regularly. This official recognition, as being the earliest, is of interest, showing by the classification that the railroads were now becoming an element to be considered in the matter of transportation.

September 21, 1835, we find an order deducting from the contractor's pay an allowance that had been made for carrying the mail on the railroad on the route from Philadelphia to Lancaster.

This route was let to Slaymaker & Tomlinson, well known stage-route contractors, from January 1, 1832, to December 31, 1835; the distance from Philadelphia, via West Philadelphia (2 miles); Haverford (5 miles); Newton Square (3 miles); and Edgemont (4 miles), to West Chester (8 miles), being by rail daily, and the rest of the distance to Lancaster being in four-horse coaches three times a week.

December 31, 1835, it was ordered that a contract be made at $200 for a second or additional daily mail by the railroad cars between Boston and Lowell.

A contract made October 15, 1831, with Slaymaker & Tomlinson, required them to carry the mail from Philadelphia to Lancaster daily in four-horse post-coaches, "the schedule to be subject to such alterations as might be required to perfect the connections at Lancaster with the York, Baltimore, and Washington City mails, and with the great Western mails," at $1,800 per annum. The mail left Philadelphia daily at 7 a. m. and arrived at Lancaster same day at 8 p. m.

November 30, 1832, the contractors were allowed $400 per annum more for carrying the mail on the railroad as far as West Chester, from December 5, 1832.

January 25, 1836, the contractors from Cumberland to Frederick were ordered to forfeit their mail pay for four trips in January, "which did not arrive in time to connect with the railroad cars (whereby failures of the Western mail at Baltimore were caused)."

February 25, 1836, it was ordered that the contractor on route from Ebensburgh to Connemaugh be "authorized to make subcontract for the conveyance of the mail by cars while they run, the Department incurring no additional expense, however, by this arrangement."

March 29, 1836, the Newcastle and Frenchtown Turnpike and Railroad Company was fined $25 for leaving behind part of the mail at the Philadelphia post-office.

An important order in this connection bears date of April 23, 1836, directing that the postmasters at Boston, Portland, Hallowell, and Bangor be instructed to make up mails for the Cumberland Steamboat Company, placing therein all letters and packets marked *steamboat.* Also to provide boxes for each boat into which letters may be dropped, to be well secured with post-office locks, and to be taken to the post-offices to be opened.

April 9, 1836, the Postmaster-General notified Messrs. Colder & Peters, of Philadelphia, that their proposal was accepted to convey the mail on route No. 1036, Philadelphia to Mauch Chunk, as follows:

Twice daily between Philadelphia and Reading, and daily between Reading and Pottsville and Port Carbon in railroad cars and four-horse post-coaches, and tri-weekly between Port Carbon and Mauch Chunk in railroad cars and on horse; the offices not on the railroad and post-coach road to be supplied three times a week—all for the compensation of $3,000 a year.

May 2, 1836, the contractors between Frederick and Winchester were allowed to take the mail from Winchester at 6 a. m. instead of 1 p. m.—

That it may be conveyed by the rail cars running through to Baltimore the same day; provided that the Department shall retain the right to renew the original arrangements should the public voice require it.

May 7, 1836, the employment of two additional clerks was authorized in the New York post-office; and a commission on distribution was allowed not exceeding $2,000 per annum, in aid of the necessary arrangements for making up distribution mails for each distributing post-office in the States.

A contract, December 1, 1834, was made for the conveyance of the mails between Richmond (by Manchester, Hatcherville, Petersburg, Stony Creek, Warehouse, Parham's Store, Hicksford, Pleasant Hills, Blakely Depot) and Halifax, and back every day, in four-horse coaches and railroad cars. An indorsement on this contract, November 26, 1836, orders that so much of this route as lies between Petersburg and Blakely Depot (60 miles), be transferred to the Petersburg and Roanoke Railroad Company, at the pay of $10,000 per annum; and that $10,000 be deducted from the pay of the contractors.

September 12, 1839, a contract was ordered to be made with the Syracuse and Auburn Railroad Company for transportation of mail twice daily, from April to December, between Auburn and Syracuse, and once daily the rest of the year.

On same date a contract was authorized with the Utica and Syracuse Railroad Company for mail twice daily, from April to December, and once daily the rest of the year, between Utica and Syracuse.

September 18, 1839, an allowance was ordered to the Georgia Railroad Company of $200 per mile for service already performed.

September 19, 1839, the services of the Tuscumbia and Decatur Railroad Company were ordered to be recognized on certificate of the postmaster at Tuscumbia. These services were performed between January and April, 1838.

The contract for carrying the mail in four-horse coaches daily between Washington and Richmond is indorsed:

September 12, 1837.—The Postmaster-General has ordered contractor's pay to be reduced $2,925 per annum, from time the railroad was extended to Fredericksburg, and in proportion for the distance the route was curtailed before that time, from the time the mail was put upon the railroad.

Another contract bears date November 7, 1836, giving the contractor $150 per mile per annum for carrying the mail from Richmond north, as far as the railroad is made and back daily, to be extended at the same rate as the road shall be completed.

A contract made February 12, 1838, for a mail between Boston and Lowell, gives the contractor permission to either run one daily line in mail wagons and one on the cars, or to carry two daily mails on the cars, if he will run a third daily trip for the supply of intermediate offices in four-horse post-coaches.

September 20, 1836, J. C. Buckles was appointed mail agent at Louisville, Ky., at a salary of $800 per annum.

September 23, 1836, the postmaster at Charleston, S. C., was informed that the Department would transfer to the railroad company John McLean's contract for route 2271, Augusta to Charleston, and make a similar contract directly with the company, or the Department was willing to sanction a transfer of the service by the contractor, provided the railroad company would enter into a contract with him to carry the mail during the continuation of his contract.

October 28, 1836, is recorded another order constituting George C. King an agent at New Orleans, "to dispatch the mails from New Orleans to Saint Louis."

November 2, 1836, the contract for carrying express mail from Petersburg south was ordered to be transferred to the Petersburg and Roanoke Railroad Company "to the extent of the line of their road."

November 7, 1836, it was ordered that a temporary contract be made for the transportation of the great mail on the Richmond and Fredericksburg Railroad as far as completed, at the rate of $150 per mile per annum, to be extended at the same rate as the road shall be completed.

On the same date an order was issued directing an advertisement to be made for service on the Richmond and Fredericksburg Railroad.

November, 14, 1836, the contractor was offered an additional sum in consideration that he run a second daily line from New York to New Brunswick, carrying both mails on the East Jersey Railroad, and also carrying the single daily mail between Trenton and Philadelphia on the Trenton Railroad, with permission to omit the Sunday trip at a pro rata reduction.

November 23, 1836, it was ordered that the contractor between Rochester and Batavia be allowed to make arrangement with the railroad company for daily transportation of the mails between those offices.

December 6, 1836, an order was issued annulling the contract for carrying the mail between New York and Philadelphia, "an arrangement having been made with the Camden and Amboy Railroad Company for the service."

January 7, 1837, $1,000 were ordered to be paid to the president of the Providence Railroad Company for transporting mail daily in cars from Boston to Providence and back, "the service having been rendered in pursuance of a special arrangement with the company which was never carried into contract."

January 12, 1837, a daily mail in railroad cars and four-horse post-coaches was authorized from Lancaster to Harrisburg at $650 per annum.

March 3, 1837, it was ordered that an offer be made to the presidents of the Albany and Schenectady Railroad Company and the Schenectady and Utica Railroad Company for the conveyance of two daily mails "on the terms reported in the Senate bill, viz, one-half cent a pound for every 10 miles for 200 weight, any weight less than 200 to be esti-

mated at 200, and one-fifth cent for every pound over 200 for each 10 miles."*

March 11, 1837, it was ordered that the postmaster at Boston be authorized to contract for an evening railroad mail, at not exceeding $200 per annum, from Lowell to Boston.

June 12, 1837, it was ordered that the contractor on the route from Albany to Utica be authorized to transfer the service to William C. Young & Co. (in behalf of the Utica and Schenectady Railroad Company), to take effect from the 10th of May, 1837, and continue till 30th of June, thus substituting railroad service for four-horse post-coaches.

July 17, 1837, an order was made assigning $788 of the pay on the route from Frederick to Winchester, leaving $762 to the contractors.

This order is given upon reference to the question by the parties; but no separate account can be opened with the railroad company unless there be a separate contract with them.

September 4, 1837, it was ordered that the Petersburg and Roanoke Railroad Company be paid at $66.66 per mile, "being three-sevenths of the price now paid for carrying the great mail on the main route."

November 24, 1837, it was ordered that Mr. Hutchinson be offered $350 for the conveyance of the President's message, on the first Tuesday in December, by express mail from Washington to New York. This mail was to leave Washington at noon and reach New York at 4 a. m. next day.

December 9, 1837, it was ordered that the Philadelphia, Wilmington and Baltimore Railroad Company be offered $20,000 per annum for carrying the mail from Baltimore to Philadelphia.

It would seem that this offer was declined, and the Postmaster-General directed a contract to be executed at $27,500 per annum, though no order to that effect appears on the journal.

February 3, 1838, it was ordered that John Mitchell be employed as agent from Washington to Philadelphia, to superintend the mails, "and that he be instructed to come to Washington by the evening line and return by the morning."

John Eliot was appointed agent, June 19, 1837; John E. Kendall, May 20, 1837; Cornelius Cox, March 28, 1838.

April 23, 1838, it was ordered that the postmaster at Detroit be instructed to offer the contract for the route from Detroit to Niles to the railroad company at present prices by the mile (viz, $30.50) for the extent of their road.

July 28, 1838, it was ordered that the contractors on route from Frederick to Winchester commence the same at Baltimore, and go directly through on the railroad with the daily mail to Harper's Ferry, Charlestown, and Winchester, without branching off to Frederick, and that $1,000 be allowed in addition to present pay.

July 28, 1838, the service was ordered transferred from contractor to the Petersburg Railroad Company, from Richmond to Petersburg.

August 11, 1838, the postmasters at Carlisle and Newville, Pa., were instructed to make up and send by railroad a mail six times a week in a separate bag for their respective offices.

August 16, 1838, it was ordered that the arrangement made with the railroad company by the postmaster at Detroit for service from that point to Ypsilanti be confirmed at $25 per mile per annum.

December 12, 1838, it was ordered that the arrangement of the post-

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*This rate would pay the road now carrying 60 tons daily over $8,000 per mile per annum.

master at Philadelphia, Pa., for carrying the President's message by special mail on the railroad from Philadelphia to New York in five hours for $500 be approved.

December 26, 1838, a temporary contract was ordered to be made with the Raleigh and Gaston Railroad Company for daily service on the railroad at $100 per mile, and $80 per mile in four-horse post coaches.

January 8, 1839, the contractors on the route from Williamsport to Elmira were authorized to carry the mail on the railroad so far as the same will be completed on the 1st of January, 1839.

January 17, 1839, the postmaster at Halifax, N. C., was instructed to employ a carrier to supply his office daily, from the Petersburg Railroad, on the lowest practicable terms, and report to the Department.

An advertisement appears about this time for proposal to carry the mail from Fredericksburg, Va., to Richmond, 67 miles, daily, on horseback, in steamboat, or railroad cars. The mail is to leave Fredericksburg daily, at 12 o'clock midnight, arriving at Richmond by 6 a. m., *i. e.*, 11 miles per hour. The horseback proposal was accepted at $13,065, as against $21,900, the railroad bid.

A contract was ordered January 25, 1839, with the Stonington and Providence Railroad Company, for the same service and at the same price ($300 per mile) as had already been contracted for on the Boston and Providence Railroad.

February 2, 1839, it was ordered that a contract be made with the Eastern Railroad Company for the conveyance of the great mail daily, and three additional day mails every day (except Sunday) from Boston to Salem, Mass., to supply Lynn and Chelsea once each day in the week. They are allowed until the cars shall run on Sunday to carry the great mail in post coaches, as at present.

February 2, 1839, the postmaster at Forsyth, Ga., was notified that the Department stood ready to contract with the railroad company at $53 per mile for carrying the mail from Forsyth to Macon; "but the company must cause the mail to be taken to and from the post-office at Forsyth. If the company decline the postmaster will engage the best description of tri-weekly service in his power, at not exceeding that price."

February 19, 1839, the service on route from Boston to Portsmouth was ordered to be transferred to the Salem Railroad.

March 4, 1839, D. M. Bull, Spencer Baldwin, and Enoch Reynolds were appointed to take charge of mails on the routes covering distance from Washington to Weldon, at a compensation of $800 per annum.

May 10, 1839, the postmaster at Plainfield, N. J., was authorized to obtain from the railroad company a daily mail instead of a tri-weekly, "provided the Department do not thereby incur any additional expense, and the mails between Philadelphia and Plainfield are not retarded."

May 10, 1839, it was ordered that the proposition of the railroad company to carry the mail on the route from Hamburg to Charleston, S. C., including the distance between the Charleston post-office and the depot, for four years, at $200 a mile per annum, be accepted, the railroad being permitted to leave Charleston at any time between 6 and 7.30 a. m.

A contract was ordered June 7, 1839, for the route from Jackson to Natchez, Miss., to begin October 1, "or sooner if railroad is put in operation to Terry's Store sooner." The contractor was to receive the same pay as before using the railway, but the speed is to be increased eight hours, *i. e.*, instead of forty-two hours as formerly, it was to be done in thirty-four hours, "with the privilege of carrying the mail on the railroad as fast and as far as it is completed." This distance is now

covered in five hours, and might be done in three without much difficulty.

July 1, 1839, an order was made to pay the South Carolina Railroad for service already performed in the preceding six months $13,800, or at the rate of $200 per mile for 138 miles—Hamburg to Charleston.

The running time on this route was to be thirteen hours, or about 11 miles an hour, and one clause in the contract that "the way mails are to be handed in and out, at the way stations, without stopping the cars entirely."

We find contract dated September 4, 1839, by which S. McAnulty agrees to transport the mail between Summit, Pa., by Wilmore, to Johnstown, "three times a week, in railroad cars, for $62.50 for every quarter of a year" ($250 per annum). This contract was executed in regular printed form for stage-coach contract.

Also a contract dated November 1, 1839, by which Levi J. Cooley and Samuel H. Maxwell, of Elmira, N. Y., Thomas J. Magee, of Bath, N. Y., and Samuel Lloyd, of Williamsport, Pa., agree to carry the mail from Trout Run to Painted Post for $1,625 per annum, "in four-horse post coaches until the railroad goes into operation."

This contract is indorsed as follows:

21 *March*, 1840.—Postmaster at Painted Post reports that 30 miles of railroad was put in operation on the 10th March, 1840.

December 27, 1839. The Franklin Railroad Company executed a contract agreeing to carry the mails from Chambersburg, Pa., to Hagerstown, Md., and back daily, "in railroad cars and four-horse post coaches, at a speed of 7 miles an hour for the first six or nine months, residue of the term by railroad the entire route, at a speed of 14 miles an hour," for $3,500 per annum.

1841, *June* 24.—Rescind order of 24th of February, 1841, dispensing with the Sunday mail, it appearing that the contractors, with the amounts paid them on this route and 1475, Lancaster to Chambersburg, have engaged twice daily railroad service, besides carrying a daily mail on 1476. When the amounts offered to the railroad companies by the Department, and declined by them, added to the minimum amount of cost of running daily on 1476 exceed the whole sum paid the contractors under these numbers.

One road offers to carry the mails for $300 per mile, "or, if the Department will at any time so arrange the schedule as that the running shall be between sunrise and sunset, $200 a mile." This service was to be for 66 miles in five hours, and the railroad offers to make a further reduction in case the schedule be between sunrise and sunset both ways, and the schedule time is extended to seven hours. Sixty-six miles in seven hours by rail could scarcely be termed *fast time.*

These extended extracts are made from the old journals for the sake of the information they contain, as well as for the light they throw upon that early period of transformation, when the Railway Mail Service was in its formative state.

FIRST DECADE (1835 TO 1845).

The Annual Report of the Postmaster-General for 1835 contains the first mention of mail transportation by railway. This report refers to the great facilities afforded by the railroads in transmission of the great Eastern mail. Still it is to be noted that in the preceding paragraph which gives the miles of mail transportation annually, and the methods, the railroads are not mentioned, being as yet too insignificant as compared with the transportation by stage, steamboat, sulky, and horseback.

In 1835 the annual transportation in post-coaches and stages amounted to 16,874,050 miles; in sulkies and on horseback, 7,817,973 miles; in steamboats, 906,959 miles; and in railroad cars 270,504 miles.

A circular was addressed, March 10, 1835, by the Postmaster-General to all the postmasters of Pennsylvania, Ohio, Maryland, New Jersey, Delaware, and Michigan Territory, asking for the best information that could be given as to the amount of service to be required on the several routes soon to be advertised in the middle section of the United States, comprising the above-named States. Before preparing his advertisement for proposals the Postmaster-General desires information as to whether the mail shall be carried on horseback, in sulkies, two-horse stages, or four-horse coaches. He makes no mention of the railway in the enumeration of the possible methods of conveyance to continue in operation the ensuing four years, from January 1, 1836; though we know from other sources that in the year 1836 the mails were carried on at least 200 miles of railway, and that the annual transportation, as shown from the report of 1835, amounted to nearly 300,000 miles. In the annual report for that year the question is raised whether a mode of exchanging mail-bags without stopping the cars might not be introduced.

The country is congratulated that the time occupied in passing from Washington to Baltimore is but two and one-half hours, and the time occupied in transmitting mail from Washington to Boston is about thirty-nine hours.

The result of these earliest attempts to take advantage of improved facilities in transporting the mails is well summed up in the report of the Postmaster-General for 1835, which is given at length:

The multiplication of railroads will form a new era in the mail establishment. They must soon become the means by which the mails will be transported on most of the great lines of intercommunication, and the undersigned has devoted some attention to the devising of a system which shall render the change most useful to the country.

The cities and large towns on the great lines constitute centers from which the mails diverge, to pervade and supply the surrounding country. If any intermediate offices be supplied by the railroads, it should be those only where the cars stop, unless a mode of exchanging mail bags without stopping can be introduced for the accommodation of others.

The means of transportation between Washington and Boston are now so complete, that this system might be advantageously introduced at least during the season of steamboat navigation. The time occupied in passing from Washington to Baltimore,

by the railroad, is but two and a half hours. To pass from Baltimore to Philadelphia by steamboats, and the Newcastle and Frenchtown railroad, requires about nine hours. From Philadelphia to New York by the Camden and Amboy railroad and steamboats, occupies about eight hours; from New York to Providence about fifteen hours; and from Providence to Boston, two and a half hours. The traveling hours from Washington to Boston are about thirty-seven. Allowing half an hour at Baltimore, Philadelphia, New York, and Providence, each, for exchange of mails, the time occupied in transmitting a mail from Washington to Boston would be thirty-nine hours. This is the speed of present conveyances.

In the course of next year it is expected that Baltimore and Philadelphia will be connected by railroad, when the time occupied in passing from city to city will not exceed six hours. New York will soon be connected with Boston by similar roads, when the time occupied between them will not exceed fifteen hours. So that when a railroad line from Washington to Boston shall be completed a mail may pass from the one to the other in thirty-four hours at most; and probably, in a few years, from the progressive improvements of locomotives, in less than thirty hours.

Within the quarter of the Union embraced in the recent letting of contracts there are several railroads. Some of them made no offers, and the rest demanded prices far beyond the usual cost of transporting the mails on the same routes heretofore, and beyond what was asked by individual citizens. Anxious to give the mails the greatest possible expedition between Washington and New York, the undersigned made an effort to bring the companies, in whose hands are the means of conveyance on that great line, to act in concert with each other and with the Department, by which means two daily mails might be run through that line, performing the trip each way, and conveying passengers from city to city in about twenty-three hours.

The effort failed in consequence of the very heavy compensation asked by them.

Not despairing of being able to induce the companies to take a more enlarged view of their own and the public interest, and to abate materially in the amount of their demands, the undersigned sent his chief clerk to confer with the managers of all the railroads on the line, whether finished or not, with a view to ascertain whether any reasonable arrangements could be made with them, present or prospective, for the conveyance of this important mail.

Although the agent performed the service with distinguished zeal and ability his efforts were almost wholly fruitless.

The company owning the railroad between Washington and Baltimore demanded $10,000, or about $250 per mile, merely to haul one daily mail from depot to depot, without other responsibility; and $14,000 for two daily mails.

The companies owning the several railroads now constructing from Baltimore to Philadelphia demanded $30,000, or upwards of $320 per mile, to haul one daily mail from city to city.

The company owning the Camden and Amboy road demanded $26,000, or near $300 per mile, for one daily mail, and $3,000 for a second.

The companies composing the upper line through New Jersey demanded $23,000, or about $250 per mile, for the conveyance of one daily mail, and $8,000 for a second.

Aware that the Committee on the Post-Office and Post Roads of the House of Representatives had had the subject of the transportation of the mails on railroads under consideration at the last session, and had unanimously proposed to restrict the Department to $75 per mile for the service; and moreover, considering the sums demanded disproportionate to the service, and wholly unreasonable, the undersigned determined not to accept any of the propositions.

To leave no means unessayed, however, to form a satisfactory arrangement, he offered a contract for merely hauling a box containing the mail from depot to depot daily to the Baltimore and Washington Railroad Company at $100 per mile, which they promptly declined.

The undersigned does not intend to pay the prices demanded by these companies, unless directed to do so by those who have a right to control him. He will sooner put post-coaches or mail-wagons on the old roads and run them there until public opinion, or the voice of superior authority, induces the associations, which have been permitted to monopolize the means of speedy conveyance on these routes, to abate in their terms. To enable you to present the whole subject to the legislative body, a copy of the instructions to the agent, and his correspondence with the companies, and the subsequent correspondence of the Department with them, is herewith submitted.

The undersigned is happy to state that indications of a spirit more in accordance with the great object of public accommodation, which has induced the legislatures of the States to sanction the construction of these improvements by private companies, have manifested themselves in other quarters. The Boston and Providence Railroad Company have intimated a willingness to carry two daily mails between those cities, embracing the New York steamboat mail, for $2,000 a year, being at the rate of about $25 per mile for a single mail, and a contract has been authorized.

The New Jersey Railroad Company, whose road, when completed, will extend from Jersey City to New Brunswick, have offered to carry the great mail from New York along their road one year at $100 per mile, or four years at $150, and to carry two mails for $200.

The company owning the Portsmouth and Roanoke road have contracted to convey the mail, three times a week, from Norfolk to Halifax, N. C., a distance of 90 miles, for the compensation paid the former contractor, which is equal to about $26 per mile, the mail to be conveyed on their railroad as far as completed.

The Tuscumbia, Courtland, and Decatur Railroad Company have offered to carry the mail three times a week on their road at the lowest rate of post-coach transportation in the Southern States, which amounts to about $26 per mile.

It is conceded that the mails carried on all these roads, except the New Jersey road, are much less than the great mail between Washington and New York, but they probably bear a greater proportion to that mail than the compensation asked for the former service does to that offered by the Department for the latter.

Referring to the instructions given to his agent for his further views in relation to the railroad companies, the undersigned submits the question to your disposition, and will await the instructions of Congress as to the course hereafter to be pursued with these companies and other monopolies of like character, in contracting with which the Department is unable to avail itself of the spirit of moderation superinduced by an active competition. Indeed, the post-office law, so far as it relates to the advertising and making of contracts, is predicated on the expectation that there would be a general competition for them, and does not provide for cases where the Department has to deal with monopolies, no such state of things having then been anticipated.

An interesting episode in the early history of railway mail transportation, referred to in the preceding paragraph, is found fully detailed in the report of the Postmaster-General for 1835. Annexed to the annual report for that year are sundry letters under the general heading "Railroad documents," comprising the letter of instructions from Mr. Kendall, then Postmaster-General, to P. S. Loughborough, esq., requesting him to wait upon the president and other managers of the Baltimore and Ohio Railroad Company in order to make some arrangements whereby the mail between Washington and Baltimore can be transported on terms which shall be satisfactory to all parties, and promise to be permanent. This letter is full of interest, and discloses to us better than any other single document the small beginnings of the railroad service, and the almost grotesque notions entertained at that time as to what relations might be entered into between the Department and the railways.

After suggesting that the railroad company might be asked to close in some portion of their baggage car, a strong lock being placed on the apartment, to which only the postmasters at Washington and Baltimore should have keys, the Postmaster-General makes this proposal:

The Department will furnish a strong fire-proof box or chest, so constructed that it may be readily transferred from a wagon to a car prepared for the purpose, into which the entire mails shall be put and locked up at one post-office, not to be molested or opened between the two cities, which shall be delivered and received at the depots of the road, without any service or responsibilty on the part of the company, beyond the transportation from one depot to the other. Or if wheels can be constructed which can be used alike upon the railroad and the streets of the cities, respectively, the Department will furnish an entire car containing the mails, to be delivered at one depot and received at the other, asking nothing of the company but to haul it from one to the other.

Later in the letter one other method of settling matters is suggested, which consists in the Department undertaking to run its own locomotives:

May not the Department fulfill the law and accomplish its object by placing locomotives upon the road for the purpose of conveying the mail, to which everything else must give place? If it be not so, and if these railroad companies may refuse to carry the mails at the hours required in the execution of the laws, or may by any means, direct or indirect, prevent their transportation, then may they obstruct, if not defeat, one of the powers unquestionably delegated to Congress. For it must be

apparent to the most casual observer that if the mails are driven from the railroad, and obliged to depend on stage or horse transportation on the main routes, they will soon cease to be of any considerable value, and this important and useful branch of the Government will sink into contempt.

It would seem from the correspondence (*vide* Appendix C) that Mr. Loughborough, acting on the hint contained in the question above, addressed a letter to the presidents of the several roads, asking whether an arrangement could be made with the companies represented by them by which the Post-Office Department could acquire the right of running its own car upon the road for the conveyance of the mail and guard only, as often and at such hours as it shall prescribe, with the use of the depots, water-stands, &c.; and if so, for what consideration the companies would grant such rights to the Department during the existence of their charters. It is almost needless to add that the companies all with one consent declined to entertain any propositions that would allow the Department to run its own engine and cars on their roads. The director of the Philadelphia and Trenton company says:

Such an arrangement would virtually subject all the operations of the company in the use of the road to the control of the Department. Their times and seasons would indeed be no longer in their own hands while such a connection existed, and in my judgment the arrangement would not prove beneficial to either party.

These documents are out of print, and, being part of the earliest history of the relations between the Department and railways, are of peculiar interest. Several of them will be found in the Appendix.

In the year 1836 we find steamboats, which had been carrying the mails for some years, and railroad cars treated under one head for the first time, the combined mileage of the two being 1,878,296 miles. (*Vide* Appendix AE.)

In this year the Postmaster General calls attention to the fact that an amendment to the law is necessary in reference to the mode of making contracts with the railroad companies, in view of the fact that the manner of making contracts then in vogue presupposes the existence of competition in bidding. As no such competition is possible where railroad service is required, it is useless to advertise on such lines. There will be but one offer for railway transportation, and as the law authorizes the Postmaster-General to accept the lowest bid, the power of the Postmaster as to the amount to be paid is practically unlimited. It is, therefore, recommended that some fixed basis shall be selected on which all contracts shall be made with railways. The basis suggested by the Postmaster General, Mr. Kendall, is the weight of the mails carried, fixing a reasonable rate per pound. After successive recommendations for several years the amendment here suggested, in the form of a joint resolution authorizing the Postmaster-General to contract with railroad companies in certain cases without advertising for proposals, was passed and approved February 20, 1845. (*Vide* Appendix B.)

For this section of the Postmaster-General's report, see Appendix D, the italics at the close being found in the original.

Perhaps a good idea of the great changes wrought by railroads, and the improvements effected through them, can be obtained by looking back to one of the old reports, and comparing or contrasting with what we find to-day.

In the report of the Postmaster-General, dated Post-Office Department, December 4, 1837, signed "Amos Kendall," a table is presented showing the improvements in the service from 1835 to 1837. This table contains a double column showing the time from New York to various points in 1835 and in 1837.

For purposes of comparison we here reproduce that table, adding one more column for 1885, in which is given the present time between the same points:

The following improvements have been made in the time of transmitting intelligence within the past two years, viz:

From New York—	1835.	1837.	1885.
	h. m.	*h. m.*	*h. m.*
To Washington, D. C	32 00	24 00	6 20
Richmond, Va	61 30	37 30	10 8
Raleigh, N. C	94 30	55 00	19 25
Columbia, S. C	147 00	77 00	26 10
Charleston, S. C	163 00	88 30	25 20
Milledgeville, Ga	183 00	93 30	36 24
Montgomery, Ala	243 00	115 00	38 10
Mobile, Ala	300 00	137 00	48 15
New Orleans, La	331 00	163 00	53 15
Wheeling, Va	83 00	56 00	18 15
Columbus, Ohio	112 00	70 30	19 30
Indianapolis, Ind	182 00	91 30	26 50
Vandalia, Ill	279 00	111 30	33 25
Saint Louis, Mo	322 00	119 30	36 00
Cincinnati, Ohio	137 00	86 00	23 55
Louisville, Ky	186 00	104 00	30 20
Nashville, Tenn	236 00	126 00	36 35
Huntsville, Ala	310 00	140 30	36 50

From New Orleans—	1835.	1837.	1885.
	h. m.	*h. m.*	*h. m.*
To Montgomery, Ala	93 00	48 00	12 00
Huntsville, Ala	197 00	74 00	21 30
Nashville, Tenn	240 00	90 00	24 00
Louisville, Ky	312 00	93 00	31 00
Cincinnati, Ohio	347 00	137 00	33 15
Columbus, Ohio	393 00	151 30	37 40
Pittsburgh, Pa	437 00	176 00	45 00

These are the results of the express mails. The ordinary mails have also been expedited.

From New York—	1835.	1837.	1885.
	h. m.	*h. m.*	*h. m.*
To Wheeling, Va	83 00	67 00	18 15
Columbus, Ohio	112 00	77 00	19 30
Cincinnati, Ohio	137 00	82 00	23 55
Louisville, Ky	176 00	124 00	30 20
Memphis, Tenn	332 00	188 00	44 50
Natchez, Miss	403 00	277 00	60 00
New Orleans, La., by the Western route	426 00	316 00	53 15
Utica, N. Y	34 00	23 00	7 05
Buffalo, N. Y	68 00	59 00	12 45
Burlington, Vt	50 00	43 00	18 10
Haverhill, N. H	88 00	46 00	10 35
Concord, N. H	46 00	38 00	12 35
Augusta, Me	81 00	77 00	16 26

At the end of this table the report continues:

Efforts have been made to organize a great mail line from New York, through Philadelphia, Baltimore, Wheeling, Columbus, and Cincinnati, by land, and down the Ohio and Mississippi Rivers, by Louisville, Memphis, Helena, Vicksburg, Natchez, &c., to New Orleans. Between Cincinnati and Louisville a steamboat mail now runs daily; from Louisville to New Orleans it now runs thrice a week under a recent contract, and will run daily after the first year; from Baltimore to Cincinnati the mail has been greatly expedited, and nothing is wanting to complete the plan but a contract with the railroad companies between Philadelphia and Baltimore, of which there is a fair prospect. It is anticipated that when this line shall be in full operation, it will be expedient to discontinue the express mails between Philadelphia and Cincinnati at least, as little can be gained by them; and the great mail will go from New York to New Orleans by this route in about eleven days.

To understand what railroading was in 1838, when Congress enacted its first legislation concerning mail conveyance by rail, it may help us to recall an advertisement of the Baltimore and Ohio, the only road then, and for many years after, coming into the capital.

The advertisement notifies the people of Washington that after the following Monday the morning train (there were but two daily trains) would leave at 9 o'clock, "to render certain the arrival of the train at Baltimore early enough to afford ample time for passengers going North to take the steamboat, which now departs for Philadelphia at 12.30 o'clock." A little later on the hour is again changed to 6 a. m. to enable passengers to reach New York in one day.

In 1838 the Postmaster-General addressed a letter to the Post-Office Committee of the House of Representatives (dated February 24), in which he says that the mail leaving New York daily for the South is believed to average nearly 2 tons in weight, and adds that but for the redeeming power of railroads it would be necessary to give up the hope of transmitting newspapers at the same speed with letters.

A sentence from this letter will throw some light on the state of railway mail transportation at the time when Congress was enacting its first legislation with regard to railroads; for it was in 1838 that every railroad was declared a post-road, and the Postmaster-General was authorized to have the mails conveyed by rail, "provided he can have it done upon reasonable terms and not paying therefor in any instance more than 25 per cent. over and above what similar transportation would cost in post-coaches." (Approved July 7, 1838.)

The mail which leaves New York daily for the South is believed to average nearly *two tons in weight*, more than a ton and a half of which is printed matter. At Baltimore it separates, and about half goes west and the other half south. It is now difficult to carry it by other than steam power, or the use of railroads. The stage lines where the roads are not highly improved, are impeded, delayed, and often broken-down with this increasing weight, delaying and sometimes losing the letter mails, and always endangering their valuable contents. Indeed, when one travels upon these lines, and sees how the mails are piled on and in the stages, and how they are necessarily handled and exposed, he cannot but marvel that such vast sums of money and so many valuable papers are hazarded in them at all. He cannot but be impressed with the folly of attempting to convey these heavy masses with the speed required at this age for business correspondence, and with the bad policy of so legislating as to increase them, especially when no general interest is to be promoted thereby. Indeed, but for the redeeming power of railroads, it would become necessary, in the present tendency of things, to give up the hope of transmitting letters and newspapers with the same speed, and cause them to be conveyed in separate lines. But if the railroads relieve the Department on some lines, they leave it to all its embarrassments on others; and the relief which they give is at an increase of expense, which the accumulating matter they convey will go but a short distance to remunerate. (House report No. 909, 25th Cong., 2d sess; Letter postage.)

In this year, 1838, the weight of all mails sent during one week in the month of June, in the cities of New York, Philadelphia, Baltimore, Washington, and Richmond, was 55,241 pounds; the newspapers weighing 44,468 pounds, the periodicals 8,837 pounds, and the letters 1,922 pounds.

In the light of the fact that at present 60 tons of mail matter pass daily between New York and Philadelphia over the Pennsylvania Railroad, these figures, showing that the weight of all mails originating in the five chief cities of the Union, was but 4 tons daily, are of exceeding interest.

In 1839 the Postmaster-General complains that the great mail for the South and West is detained from six to eight hours in Philadelphia. In order to put an end to this delay the Postmaster-General offered the maximum amount allowed by law ($300 per mile), on condition that the

Department should have two mails a day from New York to Washington, one connecting at Philadelphia with the night line from New York, and the other with the morning line. This offer was declined by the railroad, whose officers signified their willingness to carry only one daily mail, and that at hours most convenient for their other business. For this meager and most unsatisfactory service the maximum of $300 per mile was demanded.

On this the Postmaster-General is led to announce some general principles:

> Experience has proved that travel is increased in proportion to the reduction of its cost. * * * By running in connection with each other, and enabling travelers to proceed on their way by night as well as by day, they save tavern bills to the traveler, and greatly reduce his expenses. A great increase of travel is the certain consequence. In this close connection, therefore, consists their highest interest. All railroads in connection with each other will ultimately find their profit in considering themselves parts of one system, in submitting to the inconveniences of their respective positions, and in so arranging their hours of running as to make connected traveling lines, and not impose on travelers the necessity of stopping at intermediate points in their journey. And it is this close connection, most favorable to railroads in reference to travel, which the Department requires for the transmission of the mails.

After announcing this principle in political economy, that travel is increased in proportion to the reduction of its cost the Postmaster-General says, that if the demands of the railroad companies are to be satisfied the Department will have no means to pay for the conveyance of the mails on other lines, and one of two results must follow: either the interior of the country must be deprived of the mails altogether, or the rates of postage must be increased; the latter alternative contradicting the principle just enunciated, since all experience goes to show that correspondence has increased in proportion to the reduction of the cost, and in the end the revenues are increased.

It was in this decade that the Postmaster-General dispatched one of his special agents to Europe with instructions to inquire into the postal methods of other countries. Mr. George Plitt was designated to perform this duty, and a report of his labors is found in a supplement to the annual report of the Postmaster-General for 1840. In the course of this report mention is made of railway post-offices. Under this heading Mr. Plitt says, in regard to the transportation of mail in England:

RAILWAY POST-OFFICES.

> Each railway company provides a separate car, when desired to do so by the postmaster general, for the exclusive use of the mails. As with us, these cars are fitted up with boxes, to facilitate the distribution and reception of the way-mails. On the London and Liverpool road it requires the constant and active employment of *two clerks* to assort, receive, and hand out the mails, such is the rapidity of travel, and so numerous are the post-offices upon this route. No letters or papers are received at the cars and mailed as with us. Everything must come through the post-office.
>
> To all the mail cars there is an ingenious machine attached, intended to catch and drop a mail at the same time, at places where the train would not otherwise be obliged to stop. This I have seen successfully done several times, while traveling at the rate of 30 miles an hour; but it has been frequently known to fail, the mail to be taken in dropping upon the road and the train proceeding without it. Such mail, however, would be picked up and forwarded by the next train, by an officer stationed to receive the mail left.

And in a series of recommendations, made at the close of this report, Mr. Plitt urges that at least one intelligent and experienced agent should be employed by the Department for each of the larger States in the Union, his duties being to keep a vigilant eye upon all the operations of the Department within his district. He also recommends the

introduction of a system of mail-guards, to give greater regularity and speed to the mails.

Many of the earliest orders concerning the service contain a sentence instructing the companies that all offices on or near the railroad are to be supplied by them. In June, 1840, two mail agents are ordered to accompany the mail from Boston to Springfield, and back alternately; "to make exchanges of mail, attend to delivery, and receive and forward all unpaid way letters and packages received." (See page 38, Vol. VIII, P. O. Journal.)

October 2, 1840, the Post-Office Journal contains the following:

Ordered, That Mr. Robinson, having been disabled in the service, it would not be reasonable that he should lose his compensation, it not being a case of sickness.

The first instance of the appointment of temporary route agents occurs in 1841, when an order was made for the payment of two agents for service on route 909, Utica to Auburn, for two and three months respectively.

The following orders are of interest for the light they throw on some of the earliest railway service:

OCTOBER 29, 1839.

Ordered, That William G. Pearce, mail agent on No. 541*a*, Albany, N. Y., to Utica, be assigned to the Utica post-office, to be under the direction of Albany postmaster as a clerk, and to be mail agent for said line, and that he see that each trip of the mail on the line is attended to by a proper substitute.

Also ordered, That James M. Alden, contractor for No. 909 (N. Y.), Utica to Auburn, be assigned to the Utica post-office, under same duties for that office and route 909.

Also ordered, That Henry C. Bostwick, mail agent on No. 910 (N. Y.), Utica to Auburn, be assigned to the Auburn post-office to act as clerk under Auburn postmaster, and agent for said route, seeing that the mail each trip is attended to by a proper substitute. (See page 5, Vol. VII, P. O. Journal.)

Appendix F to the Postmaster-General's Annual Report for 1841 contains a scheme of the *proposed arrangement of departures and arrivals for the great Atlantic mail line going south.*

Considering that this scheme was proposed as an improvement on the schedule as it then existed, by which the mail was compelled to lie over at Charleston nineteen hours, it has a value for purposes of contrast with the present time over the same line:

Leave Boston at 4 a. m.; arrive at New York by 10 a. m. next day.
Leave New York at 12 m.; arrive at Philadelphia by 6 p. m.
Leave Philadelphia at 6.30 p. m.; arrive at Baltimore by 2.30 a. m. next day.
Leave Baltimore at 3 a. m.; arrive at Washington by 5 a. m.
Leave Washington at 6 a. m.; arrive at Richmond by 5.30 p. m.
Leave Richmond at 6 p. m.; arrive at Petersburg by 7.30 p. m.
Leave Petersburg at 8 p. m.; arrive at Weldon by 2.15 a. m. next day.
Leave Weldon at 2.30 a. m.; arrive at Charleston by 8.30 a. m. next day.

The complete schedule making four days and four and a half hours from Boston to Charleston.

In October, 1841, the Postmaster-General addressed a letter to the Messrs. Newkirk, McLean, and Stockton, presidents of the railroad companies between Washington and New York, in order to persuade them to make certain alterations in the running of the mail over their roads, whereby a delay of thirteen hours at Baltimore in the mail going east, and twenty-four hours at Charleston in the mail going south, might be prevented.

The improvements were not effected because of the night running involved, though the Postmaster-General had held out the intimation that the law-makers would provide redress for the additional difficulties and expense incident to running in the night time. It must be added, in fairness to two of the roads referred to (the New Jersey Railroad Com-

pany and the Baltimore and Washington) that they expressed themselves as willing to make the desired improvements in the schedule so soon as the Philadelphia and Baltimore Company should concur in the proposed arrangement. As this company held back, the plans of the Postmaster General were for the time-being frustrated. (*Vide* Document F, Appendix to Postmaster-General's Report for 1841.)

It was in this first period of mail transportation by railway that an abuse sprang up which gave the Department considerable trouble before it was corrected, namely, the illegal transportation of mail matter on the several railroads which had been declared post-roads.

In his annual report, for 1842, the Postmaster-General complains that, in violation of law, there are to be found individuals engaged in the transportation of mail matter upon most of the railroads in the United States, over which the mail is transported at an immense expense to the Government.

He also urges that Congress should make some permanent arrangement with the railroad companies as to pay, relieving the Department of the immense and constantly increasing amount annually paid those companies for transporting the public mail.

The argument is put forward that the Department must have the right to control the departure and arrival of the mails, to insure regulari y and dispatch. The folly of advertising for bids from the railroad companies is set forth as a useless ceremony, and each new letting is "but an invitation to the companies to increase the prices previously paid."

It is further urged, in the same report, that the Government ought to purchase the perpetual right to control the railroads.

Since justice and policy alike require the Government to send the mail by the most expeditious means of conveyance, and since none can be created equal to the railroads, the United States ought to buy the right to control the companies, which have their corporate existence by State enactments, and cannot therefore be controlled by legislation of the General Government.

The plan which I proposed was, that Congress should authorize the Department to purchase this right, enter into the stipulations of a contract with the companies, and report these contracts, as made from time to time, to Congress, to be binding only when ratified by Congress.

Impossible and chimerical as such a means of settling this vexed question would now seem, it could have probably been cheaply effected with many of the leading roads in those early days, when neither the Department nor the railroads were able to foresee to what proportions this service would in time grow. There is on file in the archives of the Department a letter from the president of the Philadelphia, Wilmington and Baltimore Railroad Company, written November 12, 1841, a year in advance of the report under consideration, in which he proposes to the Posmtaster-General that the Government shall acquire a perpetual interest in his road. His exact language may be of some interest in this connection:

Let the Government issue scrip to the amount of $1,000,000, at 5 per cent., to our company, payable in twenty or thirty years, and, in return, have the perpetual control of the road as far as one mail daily line is wanted, and at such hour as the Department might direct. This wou d save an immense trouble in making new contracts and new engagements, as every year additional weight and importance will be attached to the mail on so important a route.

Adding:

I have no doubt in a few years the Department will have to pay $50,000 or more for the transportation of the mails.

(*Vide* Appendix E).

In this particular prophecy the president of the road was not extravagant, the present annual pay being $63,034.

In 1842 the country is congratulated upon the regularity of the service, considering the vast machinery of the post-office, the minuteness of its details, and the character of the majority of the roads over which the mail is transported "at an immense expense." At that date the mails were carried on 3,000 miles of railway at a cost of a little over $400,000.

And again, in 1843, the Postmaster-General dilates upon the general regularity of the system, considering the extent of our territory, and the condition and nature of the public highways and channels of intercommunication. At this time there was complaint because of the irregularities in the service, especially on the line from Washington to New Orleans, and on the line from Baltimore to Cincinnati. The service from Baltimore to Cincinnati was by rail to Cumberland, Md., and thence in daily four horse post-coaches to Wheeling, at a running speed of 7 miles per hour. In the winter this important mail was always detained at the ferry of the Ohio River some ten or twelve hours, because the proprietor of the ferry could not be "induced to encounter the dangers of crossing the mail stages in the night."

The Postmaster-General regrets that the General Government, while spending much money in constructing the Cumberland road east and west of the Ohio, omitted to construct a bridge over that stream.

The attention of Congress is again called to the idle ceremony and useless expense of advertising for the lowest bids on roads where there is and can be no competition.

An important item in the history of the transportation of mail by railway comes up in the annual report for 1843, in connection with PRIVATE EXPRESSES. A great decline had been noted in the revenue of the Department, and the Postmaster-General, in seeking for the causes of this falling off in postal receipts, finds the principal cause in "the operations of the numerous private posts, under the name of expresses, which have sprung into existence within the past few years, extending themselves over the mail-routes between the principal cities and towns *by which and at which the railroads pass and terminate.*"

These private posts were engaged in transporting letters and mail-matter for pay, greatly reducing the revenues of the Department.

Fastening themselves like leeches upon the lines where the amount of correspondence was great and the communication easy, passing by all poor and unprofitable lines, they sucked the very life out of the exchequer, making self support an impossibility.

Prosecution was made against all the offenders, but in the test case against Adams & Co. the defendants were acquitted, owing to a defect in the laws. The Postmaster-General goes on to say:

> The laws for the punishment of offenses for transporting mail-matter over post-roads were enacted when the transportation of the United States mail was confined to stages, steamboats, and horses. Railroads were not then in existence in the United States, and the penal sanctions of the law are not adequate to the suppression of the practice. Railroads, whilst they are the most expensive mode of transporting the United States mail, furnish to those who choose the easiest and cheapest mode of violating the laws prohibiting the establishment of private posts.

In this first decade the people of the country seemed scarcely to realize the changes that were to come about through the general introduction of railways. At this time there was not a through line in any direction, and no prospect of any. There were broken sections of single track between neighboring cities, the usual speed being from 12 to 15

miles per hour, and as late as 1838, the year when the few railroads that were in operation were declared by Congress to be post-roads, we find Mr. Corwin saying in the House of Representatives, in a debate on the Cumberland road:

> I hope I may, without offense, suppose it possible that at some distant day this very road, paved from the Atlantic to the Mississippi, shall be crowded with commerce and groan beneath its load of travel.

That is to say, by a great stretch his imagination could picture a time when there should be a public paved highway from the Atlantic to the Mississippi; but his wildest dream did not contemplate an iron road between those points. As already intimated, the first legislation to pay for mail transportation was made in 1838, and modified in 1839. The first acts of Parliament providing for the conveyance of mails by railroad companies originated in the same years, and, as might have been expected, the development of the railway mail service in the United States and in England has had very much the same history.

SECOND DECADE (1845 TO 1855).

In entering on the second decade of the history of the Railway Mail Service we find at the outset two important changes. One is the act of Congress authorizing the Postmaster General to classify railroads and make a new rate of pay according to classification. The other is the successful experiment with the electric telegraph. So important a factor was this new force in the development of railroads that it is but fair to say the present system of railways could not be maintained an hour without the telegraph. So intimate has been the connection between the railway and the telegraph in their mutual development, both having a bearing upon the development of the postal system, that a further reference to the electric telegraph will not be out of place.

As the art of making paper from rags was a necessary supplement to the art of printing, so the telegraph supplemented the railway. As railways multiplied telegraphy was discovered and perfected. At present they are so interlinked that it would not be possible to maintain the perfect railway and postal system of the country apart from the telegraphic system.

It is an interesting fact that the first attempts at practical telegraphy were by order of Congress made under the supervision of the Postal Department. (*Vide* Report of Postmaster-General, 1845, containing returns, rates, &c., addendum 11, and report of 1846.) The experimental line of telegraph between Baltimore and Washington, under appropriations made by Congress, was placed under the superintendence of the Postmaster General by a clause in one of the appropriation acts of March 3, 1845. It had been under the direction of the Secretary of the Treasury during the previous year, when its capabilities were tested and such experiments were made as tended to improve and perfect its operations.

At the end of his annual report for 1845 the Postmaster-General (Mr. Cave Johnson) says, respecting the new means of communication:

> I deem it my duty to bring to your notice the fact that the subject of telegraphic communications in their fullest extent, as made available by means of this extraordinary invention, is forcing itself upon the attention of the public. The proprietors of the patent securing the exclusive use of the telegraph have since the last Congress taken the most active measures to establish lines of communication between the principal cities of the Union. Their success will introduce a means of communicating intelligence amply sufficient for a great variety of purposes, and greatly superior in dispatch to those of the public mails, and must secure to itself much of the business that has heretofore been transacted through them, and to that extent diminish the revenues of the Department. It becomes, then, a question of great importance, how far the Government will allow individuals to divide with it the business of transmitting intelligence—an important duty, confided to it by the Constitution, necessarily and properly exclusive."

The final vote in the House making the appropriation for experimental tests in telegraphy stood 89 to 83; close enough to give interest to the fact that the day before the vote was taken there was published in the Washington papers a letter from Professor Silliman to Professor Morse, approving the "practical utility as well as philosophical beauty of the project," and expressing the hope that his opinion might have

weight enough to convince sufficient wavering votes to cast the decision in Morse's favor. All of which is of interest in the light of the fact that a change of three votes might have defeated the bill.

We have given in the Appendix a scrap from the Congressional Globe of that date containing the debate on this bill. (Appendix G.) To understand the allusions in this debate it is necessary to remember that a strolling performer, by the name of Fisk, was giving exhibitions in animal magnetism at Masonic Hall.

An amendment was offered by Mr. Cave Johnson, of Tennessee, proposing that the appropriation about to be made be divided equally between Morse for experiments in the electric telegraph and Fisk for experiments in animal magnetism. Another member proposed that part of the appropriation be given to the Millerites, a peculiar sect whose extravagances were attracting attention at that time. These attempts to defeat the appropriation by ridicule fortunately failed, and by a freak of history it became the duty of Mr. Cave Johnson, who in the mean time had been made Postmaster-General, to make a detailed report of the successful experiments in telegraphy.

As a transcript of the condition of the Railway Mail Service and the state of public opinion with regard to it in 1845, we may cite some extracts from a report made to the House of Representatives in the Twenty-eighth Congress. (*Vide* Report No. 187, Twenty-eighth Congress, second session, March 3, 1845.)

The Committee on Ways and Means made a report on the expediency of continuing the telegraph line from Baltimore to New York under the patronage of the Government.

In the course of this report the committee introduce certain statements bearing on the general subject of transportation, as follows:

For many years no better or more expeditious means of conveyance could be found than horse power in the various forms in which it might be applied on ordinary highways.

But in those times, as well as now, the Government acted on the principle of not regarding even a heavy increase of expense as an objection sufficient to outweigh so important an object as the regular, frequent, and rapid transmission of the mail between all the great points, and along all the chief arteries of the country. On such routes, accordingly, the mail was kept running without interruption—by night as well as by day—and at the best speed that could be secured by a well-organized and costly system of relays of men, horses, and vehicles.

But at length the ever-advancing discoveries and improvements of science and art threw into the shade as slow and inadequate all the old and long-used modes of travel and transportation. Steamboats and railroads burst upon the world, introducing a new and wonderful era in its commerce and intercourse; private capital and enterprise soon built them up and put them in operation whenever a sufficiently tempting prospect of gain appeared, and all private persons as well as public departments saw presented to their option more perfect and expeditious modes of transportation than could have possibly entered into the anticipations of the framers of the Constitution. But though not anticipated or foreseen, these new and improved modes were as clearly within the purview of the Constitution as were the older and less perfect ones with which our ancestors were familiar. And there being no doubt entertained either on this point or as to the obligation of the Government to lay hold of the best and most rapid methods of transmission which the improvements of the age put in its reach, steam power commended itself at once to adoption, and has long been extensively employed both on land and water for the carriage of the mail.

It is not without full reflection that the committee insist on the principle that it was the duty as well as the right of the Government thus to avail itself, even at heavy additional expense, of the powerful agency of steam for the purpose of accelerating the mails. It would have been a gross and manifest dereliction to have permitted that vitally important concern, the transportation of the mail—a concern so anxiously intrusted by the Constitution to the Federal authority—it would have been, in the opinion of the committee, a gross and manifest dereliction to have permitted it to lag behind the improvements of the age, and to be outstripped by the pace of ordinary travel and commercial communication. Such is the view which the Post-Office De-

partment avowedly takes of its own obligations and upon which it habitually acts. To be outstripped by private expresses or by the ordinary lines of travel is deemed discreditable to the Department, injurious to the general interests of the country, and a thing therefore not to be permitted.

This great and fundamental principle upon which the Department acts (of not being outstripped in the transmission of correspondence and intelligence), led necessarily to subsidizing the steam engine into the service of the post-office; and it must and will lead, with equal certainty, to a like adoption of any other newly discovered agency or contrivance possessing decided advantage of celerity over previously used methods. It is not probable, however, that the Government will ever find itself called upon to make any transition wider or more striking than that already so familiar to us, a transition from the use of animal power to the tremendous engineery of the steam engine; from common roads to iron railways, from land carriage to the conversion of rivers, lakes, and the ocean itself into post-roads.

In the latter part of this report, the committee introduced a fact which is of interest in this connection, and can be best given in the langauge of the report itself:

An incident has occurred during the present winter in the administration of the Post-Office, to which the committee beg leave to call the attention of the House, as illustrative of the principles and policy by which the Department avowedly feels itself bound, as the public organ for the transmission of correspondence and intelligence. It is well known that from Boston to Covington, in Georgia, the great southern and New Orleans mail is transported wholly by steam power, either on water or on railroads. It is carried this whole distance in five days. From Covington to Mobile it is carried in stages, with the exception of a short interval of railroad in approaching Montgomery, Ala. At Mobile the mail is again committed to steam carriage, by sea, to New Orleans. Now, of so much importance was a single day's anticipation of the mail deemed in all the great cities on the route, that a private express was addressed to the agents of the company at Covington and Montgomery, according as such matter should happen to come from the north or the south. The express carrier at Covington receiving his dispatches from the northern mail on the arrival of the steam-cars, delivered them at Montgomery to the post-office again in such time that they were sent from Montgomery to Mobile and New Orleans by mail one day in advance of the letters which reached Covington at the same time. The effect was the anticipation of the northern mail by one day at Mobile and New Orleans, and the same operation from Montgomery to Covington resulted in one day's anticipation of the Mobile and New Orleans mails at New York. What did the Post-Office Department do under this state of facts? The answer to this question is to be found on the records of the Department. The Postmaster-General, after watching these anticipations for a short time, issued an order for their prevention by the establishment of a post-office express between Covington and Montgomery to run alongside the private express.

The Postmaster-General, in 1845, reports great difficulty in making any satisfactory arrangements with the railroads in New York and New England, owing to the demand, on the part of the roads, for prices exceeding the rates prescribed under the act of Congress of the 3d of March, 1845, notwithstanding the Department had allowed the maximum price in each case.

The railroads are eulogized in this annual report for the new epoch they have created in the march of improvement; but the query is raised why, with all the important advantages enjoyed by the citizens in the reduction of the price of transportation, travel, &c., the price for transporting the mails has been universally increased, "in some instances, to the extent of two or three hundred per cent. over the former prices;" closing thus:

It is highly gratifying to see the enterprise of our citizens extending the advantages and blessings of rapid intercommunication over so large a portion of our country; and it affords me pleasure to add, that the service rendered by these companies to the Department has been, in the main, of the most acceptable character. It is, however, my duty to inform you that, if these facilities for transportation and travel continue to increase as rapidly as they have within the last few years, and Congress cannot devise some means to resist the heavy exactions made upon this Department, its revenues must be absorbed in a few years for the payment of that species of service. (Annual Report, 1845.)

The same report details at length the difficulty the Department experienced in not being able to send mail agents over the line of the New York and Philadelphia Railroad Company:

> From this—the most important route in the United States, and for which they receive the maximum pay allowed by law—the mail agent is excluded, and the service thereby materially injured, in not having some one on the road to receive letters written after the closing of the mails; to assort and deliver the mails at the intermediate offices; and, above all, to have one on board the cars to watch and expose, when detected, those plunderers of the public revenues, who, we have reason to believe, are yet actively engaged in taking letters out of the mails over this great thoroughfare.

By "taking letters out of the mails" was meant the practice, then very common, of conveying letters outside the mails—by independent carriers.

The same report further says:

> The most expensive—as well as the most important—branch of business under the control of this Department is the transportation of the mails. To adjust the degree and mode of service; to regulate the connections between routes so as to effect a speedy intercommunication between the several parts of the country; to secure contracts for the faithful and punctual performance of the service; to settle questions which constantly arise, involving public and private interests to the amount of some millions of dollars each year; to meet the urgent demands of the public for mail accommodations, which the growth of the country and its rapidly-increasing population require, with the restricted means of the Department, and without impairing the efficiency of the present service upon which so many and such important interests depend, require the utmost vigilance and circumspection, and cannot be presented in detail in a communication of this character.

If this could be truthfully set down forty years ago, when the total cost of all the mail service in the United States on horseback and in sulkies, by stage and coach, by steamboat and railroad, was about equal to the present cost for fifty days of the railway transportation only, surely the same language will not be considered extravagant when used to describe the duties of those now having charge of this most important branch of postal affairs.

The act of March 3, 1845, fixing a limit upon the cost of mail transportation, aimed to make the compensation of the several roads alike where the service was similar. It was left to the judgment of the Postmaster-General to classify the roads, which he proceeded to do, having reference not only to the amount of mail carried, but to the frequency with which it was carried.

The Postmaster-General experienced much trouble in consequence of the discretionary power thus vested in him by this act. The attempt to divide the roads into three classes, to fix the pay under the act of Congress, to discriminate between the roads on account of speed, importance, and frequency threw upon the Department a vexatious task, which resulted in the threatened refusal of some of the roads to carry the mails after a given date. Concerning these efforts on the part of a few contractors to obtain under one pretense or another higher prices than the maximum rates, the Postmaster-General says they produced much inconvenience to the public. He suggests such a modification of the law as will give a more precise and certain basis for the adjustment of their compensation, but adds:

> A large proportion of the companies owning railroads and steamboats have accepted the terms of the Department, and perform the public service with great energy and regularity, and to the satisfaction of the public as well as of the Department.

Document 7 appended to the annual report of the Postmaster-General for 1855 contains the general circular issued from the Post Office De-

partment, growing out of the act of March 3, 1845, and announces the method of classification determined upon by the Postmaster-General. (See Appendix F.)

In 1846 the weight of the mails leaving New York for one week on railroad and steamboat routes was 60,000 pounds, and the weight of mails leaving Philadelphia 48,000 pounds; leaving Baltimore, 20,000 pounds, a considerable increase over all former returns. In the following year there occurs a discussion as to the compensation paid to railroads, in the course of which we get some light on the manner in which the Department construed the earliest legislation as to pay.

The Postmaster-General's Annual Report for 1847 says, concerning the original legislation of Congress (1838):

What Congress meant by "*similar transportation*,' became an important as well as difficult question. The Postmaster-General finally decided it by taking an average of the cost per mile of the coach service between Baltimore and Cincinnati, the most important and rapid as well as the most expensive in the United States at the time. That was found to cost $190 per mile, to which 25 per cent. was added, making the sum of $237.50 as the maximum for railroad service.

In June, 1848, the Committee on the Post-Office and Post-Roads made a report to Congress (Thirtieth Congress, first session, Report No. 731, to accompany bill H. R. No. 575) in regard to a reduction of postages on letters and newspapers, in relation to the establishment of post routes and mail facilities, as well as other matters connected with the administration of the Post-Office Department.

This report, though made so early in the history of mail transportation by railway, contains a number of interesting facts and suggestions bearing on the general subject.

The principle is laid down that the public mails of the country, in their speed, must keep full pace with the wants of the people; that the rapid transmission of reading matter is to be kept constantly in view, or on all important routes the public service will be superseded by private expresses and individual enterprise, which was even then often many days in advance of the regular mails.

The report cites the fact that prior to 1840 the postal systems of Great Britain and the United States were constructed on similar principles, and the rates of postage were nearly alike. Both were administered with special reference to the amount of money that could be realized from postage. In Great Britain the surplus of receipts was carried to the general treasury. In the United States the surplus received in the North was employed in extending mail facilities to the scattered inhabitants of the South and West.

In the United States there was a constant increase of postage until the year 1843, when, through the establishment of private mails, the gross receipts actually fell off, and it became apparent that the old system had failed, and could never be reinvigorated so as to make the Post-Office support itself, without a change of system.

Postage was reduced to 3 cents shortly after. On the subject of *railroad transportation* this report declares that one of the most difficult points in the administration of the Post-Office has been the dealing with railroad corporations.

Were the whole mails of the country to be sent at once by a single railroad, what would be the amount? The average number of letters mailed in a day is 142,857; which, at the average weight of one-third ounce, would weigh 2,976 pounds. The average number of newspapers in a day is 150,685; which, at the average weight of 2 ounces, would give 18,834 pounds. The whole together make 21,815 pounds—equal to 109 passengers, averaging, with their baggage, 200 pounds each. These passengers would be carried by railroad 200 miles, from Boston to Albany, for $545. The daily cost of

railroad service is $1,637, which shows that it is distance, not weight, that is chiefly regarded: or, in other words, that the weight of the mails is of very little account to railroads.

This extract is given to show the crude methods of reasoning and meager character of the service at that time.

One road in the United States now carries daily six times the total weight of all mails on all roads, as given in that report.

To get any just idea of the proportions to which the service has grown, we must set aside all previous reports, estimates, and methods of comparison, considering the present Railway Mail Service as something as fully removed from what preceded 1860 as the service at that time was superior to the old stage-coach methods of 1830.

The annual report of 1848 makes no special mention of the railroad service, and in 1849 the Postmaster-General simply calls attention to the great increase in the mileage of railway transportation, the grand total reaching nearly 6,000,000 of miles annually.

For purposes of comparison we may keep in mind that that amount of mileage is now done by rail every fifteen days.

The Department is subject, the report goes on to say, to censure, and the public to inconvenience, owing to the fact that no provision is made in contracts with railroad companies by which the Department is able to control the time of the arrival and departure and connections of the mails, as is the case in all ordinary mail contracts.

The railroads resist admitting this feature in their contracts, and on the other hand provide that if any change is made in the time of arrival and departure, without their consent, they may abandon the contract.

In his annual report for 1849 the Postmaster-General explains that the great increase in the cost of the mail service in the Northern section, including New England and New York, was due to the change of service from coaches to the many newly-finished railroads in that section, "which is a much more expensive service."

In an appendix to the annual report for 1849 there is found a very full review of the state of business in the contract office, in which is a single paragraph bearing on the history and development of the Railway Mail Service.

The last lettings embrace the New England States and that of New York. This section is distinguished for the multiplication of its railroads.

At these lettings horse and coach transportation at low prices has been, to an unprecedented extent, superseded by conveyance on newly-constructed railroads at much higher rates of compensation; and railroads previously conveying mails have been in some instances raised from lower to higher grades of mail pay, in consequence of the character of their service being changed from the transport of mere local to great through mails, by reason of their being extended to distant populous regions and connected with other extensive thoroughfares. And the extension of the railroad service has led to the multiplication of route agents to travel with the mails, and mail messengers to convey them from the depots to the offices.

The Postmaster-General, in his annual report for 1850, makes no mention of the railroad service, but the First Assistant Postmaster-General, in a lengthy communication addressed from the contract office to the Postmaster-General, says:

Improvements have been made on several of the lines, so as to give a speed of about 25 miles to the hour by means of special trains, stopping at but few of the intermediate points, and devoted to the accommodation of the through mail and travel. It is believed that this is attended with decided pecuniary advantages to the companies derived from the additional travel thus attracted over their roads. The desire is universal and most urgent to see this improvement introduced where it is so natural to look for it, upon the principal line in the United States, that between its first commercial city and its capital.

A departure from New York on this line at 7 instead of 5 in the evening, would

promote the convenience and economy of travel. It would promote the mail accommodation of the public to an immense extent, by taking on the entire correspondence of the day, which there would then be time to write before the close of business hours, and by taking on a vast amount of mail from the interior, which, in that case, would have time to make full connections with the Southern line. This, with a dispatch of but 20 miles to the hour, including all stops, instead of the average of 16 now given on the whole line, would bring the mail to Washington by 7 o'clock the next morning, and allow a reasonable interval (whereas there is now not a minute) for overhauling and distributing that portion of it that is to go forward to the South.

* * * * * * *

Another improvement on a portion of the railroads is greatly needed—more suitable apartments in the cars than have been furnished, to contain the mails safely, and to serve as an office for the mail agent.

The Postmaster-General, in his annual report for 1851, makes mention of the fact that the opening and extension of the New York and Erie Railroad, of the railroad from Cleveland to Columbus, and of other railroads in the different sections of the Union, the establishment of two daily lines carrying the mail from Baltimore, by way of Cumberland, Wheeling, and Columbus, to Cincinnati, the increase of mail facilities on the routes leading from the Atlantic cities to important points in the West, have added largely to the extent and consequent expense of mail transportation.

Steps were being taken to expedite the mail to New Orleans twenty-four hours and to reduce the time between New York and Washington to eleven hours. Also an effort is about to be made to have the mails leaving Washington in the morning connect closely in New York with the evening trains which take the mails beyond New York.

The annual report for 1852 mentions the railroad service as daily becoming more important and expensive.

Reference is also made to the fact that the contemplated expedition between New York and New Orleans had become an accomplished fact, reducing the time thirty-eight hours. Trains were so arranged as to render connections more certain, and to shorten delays where the connection was unavoidably broken. The service between New York and Washington, though much improved, is still defective.

The endeavors of the Department to improve the service have been rendered abortive by a want of unity among the railroad companies. In the absence of competing lines, the Postmaster-General states that he must accept such independent service as each company on the line will consent to render, as the Department is powerless to enforce the demands of the public.

It is a notable fact in the early business of the post-office that there was no Western interest. It was a *coast* service, with the volume of the mail passing between the North and the South. In 1852 the Postmaster-General reports:

> The relative position of the western section of our Union, its pressing importance, and prospective greatness alike demand that its people should be provided with the best postal facilities that the Department can supply. To accomplish this it has sought information from various sources as to the requirements of the service, and will soon advertise for such as will, it is believed, fully carry into effect the intention of the act, and meet the just demands of that interesting section of our country."

In all the earlier stages of the Railway Mail Service the lines of improvement ran north and south. The great through mails were naturally bound in these directions. It is in the later years of the Republic that the east and west lines have grown to such magnitude. As late as June 14, 1858, we find that the Postmaster-General is authorized "to make such arrangements for the transmission of the great through mails between Portland, Me., and New Orleans, as will insure the most

speedy and certain connection, including in the route for one of the daily mails as many of the sea-board commercial cities as may be consistent with the greatest dispatch."

The annual report for 1853 refers to the difficulty that has always existed in fixing the pay for railroad service under the law then in force, being the act of March 3, 1845. In case of disagreement between the Department and the railroad the mail is frequently refused altogether. "This is done sometimes, too, in the most summary manner, without any notice being given by which the Department could be prepared to put on other service." Complaint is also made that the most of the railroad companies are entirely beyond the control of the Department as to the time for the arrival and departure of the mails, whereby the public interests suffer, since it is impossible to maintain unbroken connections.

Another evil brought to the notice of Congress in this report, is the insufficiency of the mail cars and the want of proper accommodations. The mail agents were unable properly to discharge their duties, becoming daily more important, owing to the increase of the way distributions.

The Postmaster-General reports that he had prepared a model of a mail car, which he had transmitted to the presidents of the different railroad companies, but very few took any notice of it.

In the same year the Postmaster-General makes reference to the difficulty experienced in finding suitable rooms for distributing post offices in the large cities:

> The amount for rent which can be taken out of the commissions in many cases is not sufficient to enable postmasters to secure buildings at all fitted for the proper discharge of the business of their offices.

And in the following year the Postmaster-General still laments the serious inconvenience, delay, and expense connected with the defective methods of distribution in vogue:

> Letters, instead of having one or at most two distributions, have been distributed four or five times before their arrival at the destined point. The consequence has been that the distribution and delivery commissions have almost consumed the postage; but the worst evil arising from this practice has been that great delays have been occasioned, which have always been the subject of just complaint.

One other matter is now receiving special attention relating to an improvement in the distribution methods. The Postmaster-General, to possess himself of the knowledge of the postmasters at the distributing post-offices, caused to be forwarded to him the different schemes of distribution. Some of these he found quite perfect, but a great majority of them were very defective, indicating that a letter, instead of being mailed direct to the distributing offices to which it belonged, was mailed from point to point along the route until it reached its destination. The Department now proposes to remedy this serious evil, and instead of allowing the postmasters at the various distributing post-offices to make their own distribution schemes, the Postmaster-General will take the important matter of distribution under his own exclusive control. In the view of the Department at that time, direct mailing from any post-office to every other in the United States was impracticable. The most that was hoped from the new schemes of distribution was that the mails might have greater speed and regularity. Thus at every point results desired but deemed impossible are the very results which have been attained through the inauguration of a general system of railway post-offices.

This decade closes with the ever-recurring difficulties as to the rate

per mile to be paid to the railroads. From the beginning this has been a fruitful source of trouble to the Department, and will continue to be until the matter is eventually settled by some legislation similar to that recommended by the committee, of which Mr. Elmer was chairman. What the difficulty was and how it was then proposed to meet it are fully set forth in the following extract from the report for that year:

In adjusting the rate per mile to be paid to the railroads great difficulties continue to exist. The principle which should regulate their pay seems to be agreed upon. The companies allege that the Government should not ask or expect them to perform for it any service at a less rate than that paid by individuals for similar services. This principle has never been denied by the Post-Office Department; but on the contrary, it has always maintained, and this has been ever the the great cause of difficulty between the Department and the companies, that the Government has been charged and is paying much greater prices than those paid by individuals. Whether this be so or not is a matter that could be easily settled by computation; and when the Post-Office Committee of the House of Representatives at its last session proposed a bill fixing certain rates per mile for mail transportation on the roads, if it could have been shown to them that the rates thus fixed were too low, considering the weight of the mail, its importance, and the facilities and space given for its transportation, I am satisfied they would have at once increased the rates. What is required is to fix fair and just prices—companies performing similar services to receive the same pay, which is not now the case, and all of them to be paid according to the bulk of the mails, the speed with which they are conveyed, and the accommodations required.

The sums paid by express companies would be a very unfair criterion by which to regulate the charges to be paid for the conveyance of the mails. Controlled by no competition, excepting such as it is in the power of the railroads themselves to prevent, they can pay any prices which may be demanded of them, and assess it upon their customers.

It is of very great importance that kind relations should always exist between the Post-Office Department and the different railroad companies, because when such is the case the public interests are always better served. (Report of 1854, pp. 6, 7, 8.)

Thus the second decade closes with a very considerable growth in the extent of the railway service, as compared with the first ten years of its history, but there have been no very marked improvements in the character of the service, and none whatever in the methods of compensation.

THIRD DECADE (1855 TO 1865).

This decade opens with a total annual transportation by railroad of nearly 20,000,000 miles, costing about 10 cents per mile. The new distribution schemes have been completed and forwarded to all of the fifty distributing offices. To form some idea of the cumbrous nature of the methods then in vogue, it is only necessary to recall that each distributing officer was required to be familiar with the instructions as to the proper distribution of mail matter for every portion of every State in the Union. At that time there were one thousand six hundred and forty-five counties, formed into seven hundred and fifty-seven different groups to suit the several distributing offices, showing the course of the mail from each office to every county in the Union, and the whole number of points thus indicated for the fifty distributing offices was 82,250. In the following year mention is made of the very rapid rate at which the railroad service is increasing, showing the growth of the country and the enterprise of its citizens. From 1842 to 1852 the number of miles on which mail was conveyed by rail had increased from 3,000 to 10,000 miles. From 1852 to 1856 the railroad service was increased another 10,000 miles, thus doubling in four years. The average cost had fallen from $125 per mile in 1852 to $101 in 1856. Three hundred and sixty route agents and thirty-four local agents performed all the work required in handling the mail for the whole country.

In 1857, under Postmaster-General Brown, an improvement was attempted in methods of railway mail transportation which deserves mention as indicative of some desire for progress. This consisted in the appointment of express agents, whose duties were to facilitate mail connections in important cities, guard against mistakes and losses, through a regular system of accountability.

Its main features are, briefly, as follows: In the post-offices at the ends of each separate route, as apportioned to mail agents (say Washington and Philadelphia), and at the prominent intermediate points, lists are kept showing the pouches forwarded, which lists are receipted by the route or mail agent, who thus becomes directly responsible for a certain number of pouches for certain specified points.

Upon delivering the same into post-offices, to mail messengers, or to an agent on a connecting route, he takes receipts to show the fulfillment of his duties.

In addition, it is required, on some routes, that full and careful accounts be kept, in book form, of all pouches, so as to show where they are received, how labeled, and how disposed of. By such means it becomes practicable to trace missing pouches, and there is also kept alive a sense of responsibility on the part of agents, impelling them to greater watchfulness in performing duties which, from their laborious and monotonous nature might otherwise insensibly become, in a measure, mechanical, and not occupy so much of the mind as their importance demands. Moreover, all irregularities in any way chargeable to agents can be traced to their true source, so that suspicion in no case attaches to innocent parties.

For such reasons, apart from an interest in the service generally, which is presumed to be felt by all agents of the Department, the system in question has commended itself favorably to all who have been called on to give it attention. Its details are not yet perfected; but it is regarded as the *beginning* of a work which must be gradually advanced and improved, under the teaching of experience, until it shall fully accomplish that for which it is designed.

Experiments have been made on the great railroad lines between New York and

Montgomery, Ala., and Nashville, Tenn., which have shown the advantages of the system as now existing, and given ample encouragement that it will be made more useful in the future.

On some of the principal Western lines—as from Buffalo, N. Y., to Chicago, Ill., and Saint Louis—accounts of mail pouches are kept, but not quite so satisfactorily as on the other lines referred to, owing chiefly to the fact that the larger proportion of what are called *through mails* go by "express trains," in charge of baggage-masters, and not the agents of this Department. The latter travel on other trains for the purpose of delivering mails to numerous post-offices on the way where "express trains" do not regularly stop; and it has been considered an unnecessary expense to appoint agents simply to deliver bags, when the railroad companies are paid as well for that service as for conveying them, there being express stipulations to that effect in all contracts. These views are undoubtedly correct in theory, but experience has shown that railroad companies cannot be made to appoint persons to give the mails due attention in all cases, and there is, therefore, no alternative but to multiply largely the number of agents of the Department on all great routes where important mails now go without them.

In addition to the Western route just alluded to there are many others of equal grade in the same category. The principal mails between Philadelphia, Baltimore, and Washington, and the West, for instance, have been nominally cared for by baggage-masters, but who, having other duties equally, if not more, important in their estimation, have not always duly attended to the mails. Especially is it found that they cannot be induced to account for pouches as desired by the Department. Believing that such a state of things should be remedied, I have placed agents on the express lines between Baltimore and Cincinnati, and Philadelphia and Cincinnati, and required each one to run through the whole distance between those cities. Starting, say, at Baltimore, an agent will give a receipt for the several pouches according to their destination, and the same will also be entered on a "way-bill." For mails received and delivered on the route receipts are to be exchanged and entries made on the "bill," and the agent will go through in the shortest possible time to Cincinnati, and deliver his mails and way-bill for examination at the post-office. If detained from any cause he is to go forward by the first opportunity, and in no case to allow passengers to outstrip him; and he must report to the postmasters the particulars of all delays, with their causes, for publication immediately on reaching his final destination, so that the public shall be fully informed on the subject, and know where blame rests. In this way one individual is held responsible, without chance of evasion, for the whole distance; whereas, under the ordinary division of duties, the mails would pass through the hands of perhaps five or six persons, rendering it always difficult and sometimes impracticable to know with certainty, in case of irregularities, who is really blamable.

Similar agencies will be established between New York and Cincinnati, and Cincinnati and Saint Louis, and on other great routes, and all possible precautions adopted to insure the regularity and safety of the mails.

It is frequently charged that the mails have not uniformly equal expedition with travelers on railroads, and, in so far as this may be the fact, it is considered attributable to the want of attention to the mails on the express lines which are without agents of this Department. The evil, therefore, can only be remedied by employing additional agents to accompany mails long distances without changing, and guard against all delays that can possibly be avoided, and especially to see that passengers enjoy no advantages over the mails, but that both are equally expedited under all circumstances.

This favorite scheme, which was to expedite the mails and change the whole character of the Railway Mail Service, came to nothing.

In the next year the Postmaster-General reports the experiments with express mail agents as in successful operation, the mails going from Philadelphia to Chicago in about thirty-six hours; but in 1859 we find the whole subject disposed of by the statement that the experiment had not been justified in its practical workings, and a return to the old baggage-master system had been ordered at an annual saving of nearly $20,000. This was certainly a disappointing sequel to a scheme which was thought to combine all possible elements and appliances to make the mail system perfect "as far as human agency can be effective to that end."

In an annual report as late as 1857 we are given a glimpse of the old-time mail service, when Postmaster-General Brown, in discussing the

relative merits of the El Paso and Albuquerque routes to the Pacific, says:

> The degree of cold on the Albuquerque route is not greater than on many of the stage-coach routes of the Atlantic States; not greater, perhaps, than between Philadelphia and Pittsburgh or between Baltimore and Wheeling. * * * It requires but little effort to remember how uncertain during the winter season was the transportation of the mails when the roads were in their natural state, and with what extreme suffering from the cold, staging used to be performed between those cities, with all the advantages of short and well appointed stations for recruiting the energies of the benumbed and exhausted passengers.

In the year 1859 we find the total annual transportation of mails by railroads to be more than twenty-seven millions of miles, exceeding in amount any other single method of transportation.

The annual report of this year shows us the Postmaster-General as making a strong effort to correct some of the evils that grew up in connection with the Railway Mail Service.

One grievance especially noted is the disposition of many of the railway companies to shun the obligations imposed on all other contractors in the service of the Department. Complaint is made that out of the three hundred and eighteen railroad routes then existing in the United States one hundred and thirty-seven transport the mails without contract; the result of which was that they carried the mails when and as they pleased, departing and arriving at such hours and moving at such speed as was agreeable to them.

It is insisted that the harmony and success of the system depend on the proper adjustment of the schedules. The Postmaster-General concludes his statement with the threat that the mails will be withdrawn from all those roads failing to enter into formal agreement with the Department before March 31, 1860. He says:

> With every disposition to deal with them most liberally, and with a full recognition of their value as postal agents, and of their incalculable power in developing the resources of our country and promoting the enterprises of its material civilization, still it is manifest that their present attitude—seemingly defiant in its tone, as it is disorganizing in its tendencies—cannot be endured without humiliation to the Government and without serious peril to those great interests which it is the mission of this Department to uphold and advance. If they can successfully maintain the position they now occupy, then they control at will the movements of the mails, and virtually the Department is administered by them instead of its appointed head. Entertaining these views, proposals will be invited from the different railroads, and the companies will be notified that after the 31st day of March, 1860, the mails will be delivered to them on condition of their entering into formal agreements, containing on their part the usual stipulations for the faithful performance of the service. The remote day mentioned has been named in order that the Department, in the execution of the new contracts proposed, might avail itself of any modification of the act of 1845 which may in the mean time have occurred.

The Postmaster-General then gives notice that he will invite proposals from the different railroads, and notifies them that after the 31st day of March, 1860, the mails will be delivered to them only on condition of their entering into formal agreements, containing on their part the usual stipulations for the faithful performance of the service.

The step here contemplated was, however, never taken, owing to the prospect of an early interference by Congress to enact a law prescribing the compensation and duties of the railroad companies as carriers of the mails. The same report makes mention of several facts as affecting the diminished revenues of the Department in the years just preceding.

The substitution of costly railroad transportation upon many of the old and comparatively inexpensive routes was one item increasing the cost of the service. The rates of postage were reduced by the acts of 1845 and 1851, thereby reducing very materially, for a time at least, the

revenues of the Department. The introduction of telegraphic communication began to divert an appreciable amount of public and private correspondence from the mails. These causes on the one side, joined to the importunate demand of the people for an extension of postal facilities, caused a most marked decline in the revenues, and large deficiencies were annually reported. For a period of years preceding 1861 the legislation on postal matters in general seemed to be characterized by an utter inability to adjust the expenditures upon a scale commensurate with the revenues. The statistician finds now, what seems most astounding, that the deficiency in a single year, in 1859 and 1860, almost equals the total expenditures for the year.

The revenues for 1860 are eight million ($8,518,067) dollars, the expenditures nineteen million ($19,170,609.99) dollars, about four millions of which ($4,296,009.26) were used to pay the cost of transportation in 1859, Congress having failed to make an appropriation. Deducting this amount we still have nearly fifteen millions as the annual expenditure, as against a revenue of eight millions, leaving a deficiency of over six millions ($6,356,705.89). As the total annual cost of all railroad transportation for the Post-Office Department in 1860 was only about three million of dollars ($3,349,662), this large deficiency could not have been due alone to the excessive cost of railroad transportation. The deficiency for 1858 was $5,235,677.15; for 1859, $6,996,009.26; for 1860, $6,356,705.89; or, making a comparison with more recent figures, the Postmaster-General's last report (1884) contained the statement that the revenues of the Department were $43,338,127.08 and the expenditures $46,404,960.65, leaving a deficiency of $3,066 833.57. If instead of these figures, they had stood, revenue, $43,338,127.08; expenditures, $81,475,000; deficiency, $38,136,873, we should have had an exact reproduction of what greeted the people and Congress in the annual reports of the Post Office Department during the years just preceding 1861. In 1884 the deficiency is 7 per cent. of the revenue; in 1859 it was 87 per cent. It is but justice to the Postmaster General at that time, the Hon. Joseph Holt, to say that he perceived the maladministration of the Congress with which he had to deal, and the absolute need of placing the Department upon a safer financial basis through retrenchment and reform. He began the work, the fruits of which appeared already in his own administration of the Department, and it was carried on, as we shall see, tracing its history further, by able hands, until to-day in the expenditure of $50,000,000 annually, with an annual charge for railway transportation alone equaling the total expenditures of the Department in 1860, the affairs of the Department are so nicely adjusted that the difference between receipts and expenditures, on whichever side of the balance sheet it falls, becomes but a minute fraction in comparison with the gross sum involved.

The closing sentences of the Postmaster-General's report for 1859 contain so much sound sense, with a certain amount of prophecy since fulfilled, giving us at the same time a picture of the times, that we cannot refrain from quoting them:

> This Department cannot much longer occupy its present equivocal position. If not allowed to return to the principles on which it was conducted in its earlier and better days—the days alike of its independence, its efficiency, and its renown—borne down by the pressure of the existing course of legislation, it must ultimately become an established burden on the national revenues.
>
> The first step which would probably follow thereafter would be for Congress, in creating and adjusting the principal post-routes, to declare what should be the compensation of the contractors. This would open an almost illimitable field for mercenary intrigue and spoliation. An approach to the inauguration of this system has

already been made, and the results are before the country. Since 1853 Congress has interposed and made extra allowances to contractors amounting to $649,161.22 beyond what the Department regarded them as entitled to receive under their contracts, and beyond what it was believed the postal service demanded or justified. It has also fixed the compensation for the semi-weekly overland mail at $600,000 per annum, though the receipts from the route are but $27,229.94; and for the transportation of the California mails, *via* the Isthmus, it paid annually $738,250, though the same service—less that from San Francisco to Astoria and San Diego—under a recent contract with the Department, is now performed at the rate of $351,000 per annum, with an arrangement for its further reduction.

These are fair illustrations of the fruits which naturally, if not inevitably, follow from transferring the Contract Bureau of this Department to the halls of Congress. Should this step be taken, the Department, being thus completely dependent and sustained by an exhaustless Treasury, and having no longer the powerful motive to economy which has ever been the conservative element of its being, would be tempted to plunge deeper and deeper into schemes of extravagance and waste, until it may be well apprehended, all the safeguards of its purity would finally disappear. With its army of postmasters and contractors, now numbering thirty-six thousand, and constantly increasing; with its vast train of other dependent instrumentalities; with its twenty millions of disbursements—for they will soon reach and surpass that sum—and with its ramifications extending to every city and village and neighborhood in the Union, it could not fail to be seized upon by ambitious hands, and wielded for political power, until the very air of its being might become an atmosphere of political corruption. The gigantic system of internal improvements by the General Government, which a few years since was overthrown by the voice of the American people in the omnipresence of its complete development, could scarcely have proved a more potent instrument for exhausting the Treasury and depraving the public morals.

The Post-Office Department, in its ceaseless labors, pervades every channel of commerce and every theater of human enterprise, and while visiting, as it does kindly, every fireside, mingles with the throbbings of almost every heart in the land. In the amplitude of its beneficence it ministers to all climes and creeds and pursuits with the same eager readiness and with equal fullness of fidelity. It is the delicate ear-trump through which alike nations and families and isolated individuals whisper their joys and their sorrows, their convictions and their sympathies, to all who listen for their coming. Naturally enough such an institution has ever been and still is a cherished favorite with the American people. The country has constantly manifested the most intense solicitude for the preservation of its purity and the prosperity of its administration, and it cannot now be disguised that the guilty abuse of its ministrations and the reckless waste of its hard-earned revenues, connected with the humiliations to which it has in consequence been exposed, have deeply and sadly impressed the public mind.

In the following year (1860) an experiment was made for three months with a night mail between New York and Boston.

This was one of the earliest attempts to unite several distinct companies, deriving their charters from as many different States, into one continuous line. The time between these two cities was thus reduced to nine hours, and a connection was made in New York with the morning mail from the South, which was expedited thirteen hours. Letters and passengers leaving Washington in the morning arrived at Boston in less than twenty-three hours. This was so manifest a step in advance of all previous arrangements that it was deemed worthy of special note, under separate heading, in the report for 1860. The following year, with a similar conspicuous mention, the experiment is reported as having proved so satisfactory and successful that arrangements were made for its permanent continuance. And in the same connection the fact is noted that a night mail from New York to Washington had been added, making "the *third* daily direct and unbroken line of travel for mails and passengers from city to city, and at hours causing the least loss of business time."

A reference to the chart (Appendix A E), showing the relative increase in star, steamboat, and railroad service will present to the eye, in condensed form, the steady growth of mileage in mail transportation by rail up to 1861.

At this point there is a great falling off in all methods of transporta-

tion for several years, owing to the discontinuance of service in many of the Southern States during the civil war. This is the only period from the beginning when there has been any falling off in the great annual increase in railway mail transportation.

We are now nearing the point in the history of the Railway Mail Service when a revolution is to take place in the method of handling mail, of which a full and separate chapter will be made.

As late as 1862 we find the Committee on Roads and Canals making a report to the House of Representatives on the railroad facilities between New York and Washington, in which they say, appealing to the personal experience of members who have been obliged to travel between these cities, that "a more disagreeable, annoying, and unsatisfactory line of railroad, for the length and importance of it, is not to be found in the United States. From twelve to fourteen hours of time are commonly consumed, when from seven to nine ought to be sufficient. Three changes of cars are inflicted on the great majority of passengers, where not one should be tolerated. A failure of trains to connect is frequently occurring, whereas no such break should be possible. On roads of inferior importance such facts might be regarded as only of local and individual concern; but existing on the most traveled and most vital thoroughfare in the Union, they assume the proportions of a national wrong."

This extract is made to show the disadvantages under which the Railway Mail Service labored, and the difficulties to be contended with; for manifestly the mail service could not be superior to the ordinary facilities of travel. The most that could be hoped was that "*the celerity of the mail should be equal to the most rapid transition of the traveler*," as one of the older annual reports quaintly expressed it.

In one sense the history of the Railway Mail Service covers the period from the day the first pouch was carried by rail, but for the first thirty years it is a history of transportation merely, how much mail was carried, how far, and how fast, or how slow. The true Railway Mail Service is recent, its history being comprised within the last twenty years. We can form some conception of what the service was twenty years ago from the report made by G. W. Gaylor, a special agent of the Department, who in November, 1864, was instructed by the Postmaster-General to visit the presidents of the several railroad companies on the line between the cities of Washington and New York to ascertain what explanations they had to make of the irregularities in the mail service between those points. Special Agent Gaylor, in a report to the Second Assistant Postmaster-General on this subject, says that in the execution of his commission he found a general willingness on the part of all the officers of the roads involved to admit both the existence of good cause for complaint and the necessity for a remedy; and all express themselves as sensible of the importance of a more prompt and regular transmission of the mails over their lines, and as desirous of doing whatever is in their power that may lead to that result.

This document also gives the first intimation of limited trains. In it the superintendent of the New Jersey Railroad Company is represented as inclined to think favorably of the plan of a special train to convey the mails and four passenger cars, passage tickets for each train to be limited in number to two hundred, no other cars to be attached under any circumstances at any point on the line.

As a side light on the state of the service at this time we might cite the correspondence between the Department and one of the leading railways on the line between New York and Washington. The com-

pany is remonstrated with in this correspondence because of the reports from the route agents that nearly every night dead bodies are placed in the mail crates between Philadelphia and New York, and mails packed around the coffins. The superintendent of the road, in consequence of this complaint, issued an order forbiding such a manifest breach of good order.

With the close of this decade we see the beginning of the end of freight methods and stage-coach ideas in dealing with the mail; and, as it will appear from subsequent records, a great advance is now taken in the inauguration of a new system of distribution of the mails while in transit. One wonders why this important step forward was not earlier taken. It is not because it had not been earlier suggested, since the Postmaster-General in his report for 1859, as we have seen, refers to such a system when comparing the rates paid for mail transportation by rail in the United States and in Canada, and explains that in Canada, for the lower rate per mile, a separate car is furnished by the companies, "*which is fitted up as a traveling post-office, and serves for sorting and distributing the mails by the way.*" (*Vide* Postmaster-General's Report, 1859, p. 17.)

And even further back, in the report for 1840, there is a paragraph on "railway post-offices," as they existed there in England. Before entering on a detailed history of the rise and development of the railway post-office system in this country, it may be best to glance at what was accomplished in the next decade.

FOURTH DECADE (1865 TO 1875).

This decade opens with an aggregate railroad transportation of 24,000,000 miles, at a cost of 11¼ cents per mile. The number of route agents and baggage-masters in the service was four hundred and ninety-seven, the number of postal railroad clerks sixty-four.

The railway post-office system is in its infancy, and arrangements are in progress for its more general introduction. The Postmaster-General expresses the hope in his annual report that the system of accelerating the transmission of correspondence and lessening the number of distributing offices will be a permanent advantage to the postal interests of the country.

It would seem that as the first experiments of carrying the mail on the railroad were such as to call forth intimations that the mails would be withdrawn and put back upon the stages, so the first experiments in through distribution were not such as to commend them to universal favor. Even some of those concerned in the work seemed to doubt its utility. The Third Assistant Postmaster-General, who had especial charge of this experiment, had to make an elaborate argument to convince some of the men engaged in inaugurating it that it was of general utility and feasible. (*Vide* Appendix.)

In 1865 the Postmaster-General issued a circular letter addressed to the special agents of the Department, containing the rules that were to guide in the restoration of railroad service in the South. The various roads of the Southern States were reclassified, and every effort was made to supply the entire Southern country with the best mail facilities possible. Every county town was ordered to be supplied with the mail to connect it with the railroad if practicable. The circular letter referred to resulted in a very considerable addition to the mileage and cost of the railroad service, as reported in the following year, 1866. The annual report says:

> The length of routes was increased over the preceding year 38,581 miles; the annual transportation, 13,724,420; and the cost $1,393,590; the increase arising principally from the restoration of service in the Southern States.

To aid in this restoration and complete it Mr. A. N. Zevely was commissioned by the Postmaster-General, January 19, 1866, to proceed South and make personal examination of the mail service as restored in the States lately in rebellion. Mr. Zevely was also directed to note particularly the condition of the railroads, the accommodations afforded on various lines, and the improvements that might be made.

The railway postal clerks in this year are denominated "postal route clerks," and the number is set down at 83; route agents, 531; and baggage-masters, 30.

It is in this year that the Postmaster-General, in his annual report, grows eloquent over the benefits of railway mail transportation, claiming that the change in modes of conveyances from carrier pigeons and special messengers and post riders, with billets and small packages and a few letters, to railroads and steamboats, carrying every day hundreds of tons of letters and newspapers and books all through the

length and breadth of the land, is an extraordinary commentary upon the increasing wealth and prosperity of the Union and the energy and intelligence of the people.

The report of 1867 gives a somewhat detailed account of the state of the railway postal service as it existed at that date. There were then in operation, it appears, eighteen railway postal routes, extending in the aggregate over 4,435 miles, upon 879 miles of which twice daily service is performed, making a total equal to 5,314 miles of railway postal service daily each way.

There were employed 160 men, who were then designated head clerks and clerks, at a cost of $187,900 per annum.

A comparison is instituted between the cost of this work as performed by railway postal clerks, and what it would cost if performed by the ordinary route agents in the usual way, and it is found that, on the face of it, it has cost $95,000 more. But this comparison must be modified by the fact that the reduction of clerical force in the distributing and other large post offices has been very considerable, owing to the introduction of the railway postal service.

Taking this into account, it is there claimed that the force of clerks in the Chicago, Cairo, Saint Louis, Saint Joseph, Buffalo, Washington, Richmond, Memphis, and Chattanooga offices, leaving out New York, Philadelphia, and Baltimore, has been reduced by at least sixty men by the new methods of railway distribution—or, allowing $1,000 to each clerk, there is a further set-off of $60,000, leaving but $35,000 as the extra cost of the railway postal service, or an average of $7 per mile over the old route-agent service. This was deemed too insignificant to be considered in connection with the fact that a saving of twelve, twenty-four, and often forty-eight hours, had been effected in the transmission of all the mails passing over these 5,000 miles.

During this period, when the act of Congress of March 3, 1865, was in force, authorizing the Postmaster-General to appoint "two additional special agents to superintend postal matters connected with the Railway Mail Service of the United States," we must look for anything like a superintendent's report in the body of the report of the Postmaster-General. For the year 1868 there is a very full statement of the condition of the service at that date (report of the Postmaster-General, 1868, page 13). A circular of instructions, such as would now issue from the General Superintendent of Railway Mail Service, was issued by the Second Assistant Postmaster-General on the subject of "Through Mails," also a form of post-bill is given, by which the speed and regularity with which the through mails are conveyed, are to be ascertained. A marked improvement had taken place in the service to the South and Southwest. An important change in the character of the report for this year is found in the fact that, whereas in 1867 the additional expense incurred in maintaining the railway post-office service was justified on the score of economy in time, the report for 1868 demonstrates that there is an actual saving to the Government in expense by the railway post-office system. This is shown by taking into consideration the number of clerks saved to local post-offices and also the saving in salaries of postmasters through the canceling of nearly $100,000 worth of stamps by railway postal clerks. The net saving for that year is set down at something over $2,000. These figures were obtained in answer to circulars addressed to all the larger offices in close connection with the railway post-office service, and to the head clerks in railway post-offices asking for an accurate account of stamps canceled in the postal cars for one week. The showing made by this calculation might be

even more favorable to the railway post-office system by emphasizing the further fact that the distributing offices of the earlier days have been transferred, in great part, to the postal cars. Should distribution in transit be abandoned the necessity would be laid upon the Department of providing greatly increased accommodations in all the larger cities for a great volume of mail, which now is housed only in postal cars, and between the point of origin and point of destination is under no other roof. In addition to this, there would be very material increase in the annual cost for transfer and repeated handling of these mails in the various cities. An incidental saving by the present system might be further demonstrated in another way.

The report of the Postmaster-General for 1884 shows that, in money-orders and postal notes only, over $130,000,000 were transmitted through the mails, and 8,000,000 letters were registered. It is safe to say that, including money unregistered, not less than $500,000,000 were actually transmitted in the past year in the mails, and that at least $450,000,000 of this were handled by railway postal clerks. By the universal testimony of all familiar with former and present methods of handling mails, there is a gain of from twelve to thirty-six hours in every letter sent under the railway post-office management. In others words, $450,000,000 are added to the circulation for one day. Any comparison, therefore, between the cost of the railway post-offices and the cost of the old distributing post-offices should include an item of $75,000 as the interest on the $450,000,000, which are made productive.

In noting the great advantages of the new method of handling the mail, the Postmaster-General, in 1868, after speaking of the general introduction of Ward's mail-bag catcher, sets forth the fact that a letter can be sent and an answer returned between almost any two offices on the line between New York and Buffalo within twenty-four hours, whereas it formerly required from two to three days to send a letter from one point to another on this line and receive an answer.

In 1869 the Postmaster-General calls attention to the fact that no change has been made for twenty-five years in the basis on which the railways are paid for transporting the mails, and notes in the same connection the important changes that have taken place in connection with the mails themselves, the most conspicuous of which are a large increase in the quantity and weight of mail matter, an additional number of trips per day to meet the necessities of the service, and the introduction of railway post-offices, requiring heavier and more expensive mail cars. In view of these changes, and in justice to the roads, a careful revision by Congress of railroad compensation is recommended. The railway post-office, which for several years had been under the double supervision of Mr. George B. Armstrong in the West and Mr. Harrison Park in the East, in this year, under Postmaster-General Cresswell, received a new impetus. Mr. Armstrong was called to Washington and given entire control of the railway post-office service. Mr. Cresswell reports in 1869 the railway post-offices as indispensable, and promises that as the population and wealth of the country shall increase this new system of handling the mails will be extended to keep pace with the wants and demands of the people. At this time the chief advantage in this service seemed to consist in the additional facility it afforded in mailing important letters up to the moment of the departure of trains.

In 1870 reference is again made to the railway post office system as having sprung from a necessity, and although it was, as we know, but a feeble interest at that date, as compared with its present strength, still the system had been found to accomplish all that had been claimed

for it, and its usefulness was clearly demonstrated by the test of experience. It was shown that it was absolutely necessary in order to insure the transmission of the mails with the greatest possible rapidity, by assorting and distributing them while in motion, thus avoiding delay in local distributing post-offices.

Again the attention of Congress is called to the necessity for a revision of the rates of compensation. There are many complaints of inefficient service. The managers of railroads refused to render to the Department any special conveniences having regard to the public interest, insisting that the pay awarded them under the act of 1845 was inadequate. These annoying difficulties continued to be encountered by the Department until the new act fixing the rate of compensation in 1873 was effected.

In 1871 the Postmaster-General reports many of the roads, particularly those bearing newspapers to the South and West, as refusing to allow the use of their fastest trains and most commodious mail cars. Three hundred miles of railway post-office service were added to the lines already in operation, and the number of clerks employed was now five hundred and thirteen.

The Union Pacific Railroad was added to this service. A continuous line of railway post-offices from Portland, Me., to Saint John's, New Brunswick, was established by the co-operation of the authorities of the Dominion of Canada. Arrangements were also made for a similar line from Washington, D. C., to Indianapolis, Ind.; also a line was established from Milwaukee to Saint Paul. The report for 1871 on this subject concludes:

> The distance from Vanceborough, Me., to San Francisco, Cal., via Boston, Albany, Buffalo, Toledo, Chicago, and Omaha, is 3,832 miles; and from Vanceborough to New Orleans, via Boston, New York, Philadelphia, Baltimore, Washington, and Chattanooga, is 2,108 miles. It is the purpose of the Department to establish continuous lines of railway post offices connecting these remote points and supplying all diverging lines. They will be the longest lines in the world, and will afford the most ample facilities now known for the transmission and distribution of the mails between the States and Territories which they will respectively traverse. Special efforts have been made during the past year to perfect the distribution of mail matter upon the several lines. Through schemes of distribution have been carefully prepared and furnished the clerks, thus enabling them to facilitate greatly the delivery of the mails.
>
> The value of the railway post-office system was especially demonstrated after the destruction by fire of the great distributing post-office at Chicago, Ill., on the 9th of October last. But for the lines leading to the West and concentrating at Chicago the mails for the extreme Western and Northern States would have been seriously interrupted for many weeks.
>
> During the month of October, besides the letter mails, a large portion of the great paper mails for the States mentioned were successfully distributed on the cars and passed to their destination with the usual dispatch.
>
> The want of sufficient room upon the cars now in use prevents, however, the proper distribution of the large through paper mails, subjecting them to frequent delays at the various distributing offices for separation, while the letter mails go directly forward to their destination.

Mr. Armstrong, owing to failing health, resigned the position of General Superintendent in the spring of 1871, and was succeeded, May 3, 1871, by Mr. George S. Bangs.

In 1871 an important improvement was introduced by General Superintendent Bangs in the separation of mails by States. This improvement consisted in dispatching the mail for each State to the most distant railway post-office that could dispose of it. Capt. M. J. McGrath, assistant superintendent of Railway Mail Service, and now superintendent of mails in Chicago, was assigned to this work, and in 1872 the general superintendent instructed Mr. McGrath to proceed to

New York and devise some plan to relieve the New York post-office from a great accumulation of paper mails on certain days of each week. By means of interviews and explanations the New York publishers were induced to co-operate with the Department in the introduction of this new method of separation by States. The wisdom of the new plan was soon demonstrated, and the block in the mails in the New York City office was completely broken up. At present one-half of the newspaper mail received at the New York office for distribution passes through it intact to the railway post-office cars, and, as one result, the requisition for wooden labels in that office was cut down in one year from 193,000 to 50,000. And the mail for thirty-seven out of the forty-eight States and Territories is now massed on the postal-car routes instead of being distributed as formerly in the city office.

Appendix G to the report of the Postmaster-General for 1872 contains a statement compiled from the annual reports of the Post-Office Department, showing the amount of railroad service and the cost thereof from the commencement of said service in the fiscal year ending June 30, 1836.

This report has been supplemented annually, and is brought down to 1884. Assuming the accuracy of these tables, they have been amplified, and the breaks in the columns supplied as far as it was possible, and several other columns added to form a complete summary of the Railway Mail Service as it is at present. (*Vide* Appendix A A A.)

As still further showing the complete revolution effected by the introduction of postal cars, we may quote a sentence or two from the monograph of Mr. R. C. Jackson, superintendent of second division, who as well as any one else could testify as to the changes wrought in New York City:

In February, 1872, it was found in the New York post-office, that during the fifteen months previous to that time, fifty-seven exchanges over postal-car lines had been discontinued and the contents massed upon the postal cars, and, as in accordance with the previous rate of increase, twenty-four unnecessary ones would have been added, it was assumed that fully eighty-one exchanges had been discontinued in that post-office alone during the period named.

In the same manner, in 1869, about twenty-five exchanges of locked pouches, many of them twice daily, were discontinued in the post-office at Albany, N. Y.

On the New York and Harlem Railroad the fourteen pouches from the New York office were reduced to one. Under the direct bag system forty-three would have to be made up in the New York office.

In separations of mail the exhibit was equally striking; as, for example, in the New York office two hundred and sixty-two distributions were reduced to about fifty by massing on the postal cars instead of tying out direct.

During the year 1872 a decrease of 90 miles in the length of the route between Washington and New Orleans was made, and a considerable improvement in speed and general efficiency on this important line was effected. A gain of nearly eight hours was also effected in the time of the through mails from Washington to Cincinnati, the Columbus route having been abandoned, all mails going via Parkersburg, W. Va. A gratifying improvement in the railway post-office service is noted in this year, both as to extent and efficiency. Eight new lines were established, the daily service being increased by 6,000 miles. One hundred and thirty-six additional postal clerks were appointed, the whole number being six hundred and forty-nine. The act of March 3, 1873, provided for a general readjustment of pay on railroad routes based on the service as it existed for a period subsequent to June 30, 1873. All railroad companies in the country were called on to submit returns for thirty days, commencing the 1st of October, 1873.

In response to this call it was ascertained that whereas the largest weight carried on any road in 1867, the first year the mails were weighed, was 23,000 pounds; in 1874 the largest weight carried on any one road was 39,170 pounds. In 1858 the average pay to railroads was $115.77 per mile; in 1867 it was $112.08; in 1873 it was $114.36. Considering that the bulk of the mails had increased at least threefold, and that the space occupied on the cars was at least double, the uniformity in the rate of pay would indicate a skillful management on the part of the Department. The law of March, 1873, obviated any just complaint on the part of those roads carrying the heaviest mails and furnishing the most complete postal car facilities, which by reason of the fact that they were receiving already the maximum compensation ($375), were not allowed to receive any additional pay for their postal-car facilities.

In 1874 the number of railway postal clerks had increased to 850; route agents, 936; mail route messengers, 211; local agents, 124; and special agents charged to the railway service, 54; making a total of 2,175 men at this time connected with the service, the total cost of the service, including pay to the railroads, reaching $10,000,000.

In this year the first formal report from the General Superintendent of Railway Mail Service, George S. Bangs, appears as part of the annual report of the Postmaster General. In this report the General Superintendent intimates that the fast mail service may be commenced, that New York city originates 60 tons of mail matter daily, three of the trunk lines carrying over their whole length an average of nearly 50 tons of mails. In the early part of this year one of the roads over which the New York and Washington railway post-office passed repeated its demand for increased compensation, and threatened to withdraw the postal cars if the demand was not complied with. Fortunately this threat was not carried into effect, and the mails continued to be transported as usual. In advocating harmony in the distribution and dispatch of mails the General Superintendent says in this report:

> It is of vital importance that the whole distribution and dispatch of mails, in post-offices and upon railroads, be under one general supervision.

In the same report, for the first time, attention is called to the fact that the Railway Mail Service is organized on civil service principles.

In July, 1869, the Railway Mail Service was organized into six divisions, and in 1871 a reorganization was effected, with five divisions.

Fuller details on this matter of organization will be found in the chapter specially devoted to that subject.

The organization of 1871 was, in October, 1874, modified so as to create eight divisions out of the five then existing.

Thus this decade closes with the railway post-office system thoroughly organized, about as it exists at the present time. Mr. Bangs, the General Superintendent, is busy planning improvements for the service at every point, and especially is he enthusiastic in regard to the project of a fast mail service, some account of which will be found in a subsequent chapter, devoted exclusively to "Fast Mails."

FIFTH DECADE (1875 TO 1885).

We enter now upon the history of the last decade of the service. These ten years cover some of the most important improvements in its history.

The inauguration of the "fast mail" in 1875, its discontinuance in 1876, its subsequent renewal and extension are fully detailed elsewhere. In this decade a special commission was appointed on railway mail transportation, with Mr. Gardner G. Hubbard as chairman. This commission after much correspondence, and the taking of voluminous testimony, was unable to agree upon a basis for readjustment of pay, and submitted a majority and minority report in 1878. Concerning the work of this commission the Postmaster-General, in his report for 1876 says:

> I have carefully avoided any expression of opinion, the presentation of any theory, or the tender of any advice, which could, in the most remote manner, influence the judgment of this commission, but I can now, with entire propriety, recommend that whatever legislation may result from their investigations shall definitely prescribe fixed rates of mail pay for this service, leaving nothing open to the discretion of the Postmaster-General, and that the execution of written contracts by railroad companies shall be required as a condition of payment for the service which they perform. Less than one-fifth of the railroad service of the country has been, as a general rule, covered by written contracts and innumerable complaints, misconstructions, and difficulties have grown out of this loose way of doing a business which annually amounts to millions of dollars.

The aggregate number of clerks in the service in 1875 (including route agents, mail-route messengers, and local agents) was 2,286. The railway post-office service was extended to include a line between Pittsburgh and Saint Louis, and also between Pittsburgh and Cincinnati. An additional daily line of postal cars was put on between New York and Pittsburgh. The report of the Second Assistant Postmaster-General for 1875 seems to have swallowed up the report of the General Superintendent of Railway Mail Service for that year, but thence forward the files are complete.

In 1876 considerable reductions in the force took place, owing to the withdrawal of the postal car facilities on the New York Central and Hudson River Railroad, Lake Shore and Michigan Southern Railroad, and the Pennsylvania Railroad and its connections. This episode will be more fully referred to in the chapter devoted to "fast mails." In the early part of this year the retirement of Mr. Bangs took place, who resigned, and was succeeded by Theodore N. Vail.

The Postmaster-General, in a letter dated Washington, February 3, 1876, acknowledged the receipt of the resignation of General Superintendent Bangs, and in the name of the Department thanked him most cordially for the manner in which he had administered the affairs of Railway Mail Service.

Mr. T. N. Vail was appointed General Superintendent February 4, 1876, and resigned November 25, 1878.

Mr. Thompson, who had been superintendent of the ninth division, was appointed General Superintendent December 1, 1878.

Mr. J. N. Davis, in a monograph published in 1876 on the compensation for the transportation of mails on railroad routes, says (p. 19):

> In practice, as a general rule, at least since 1st July, 1851, one or more route agents have been appointed to accompany, receive, and distribute the mails on each railroad route, and an apartment has been provided and fitted up by the company for their use, varying in size, say, from one-eighth to one-half the length of a baggage or passenger car. So that the distribution of mails while in transit on railroad routes is not new, though the system has been extended within a few years past to matter passing over successive links in long mail lines, instead of being confined as before to mails passing between points less widely separated, with no local distributing post-office intervening.

It will be borne in mind in this connection that what is known distinctively as the railway post-office system began with the distribution of through mails, connecting various lines that were hitherto disjointed, and authorizing a new class of clerks to perform a new class of duties. Hitherto route agents had only opened the iron lock bags containing local mail for way distribution. The brass lock mails, or through mails, were never distributed until authority was given, in 1862, for distribution of the overland mail on the Hannibal and Saint Joseph Railroad.

Some little controversy at one time existed as to the justice of the present methods of obtaining the average daily weight to be taken as a basis for determining the annual pay, but a little examination made it clear that no other way of proceeding could be so just as that now in vogue.

The law says:

> The average weight to be ascertained in every case by the actual weighing of the mails for such a number of successive working days, not less than thirty, at such times after June 30, 1873, and not less frequently than once in every four years, and the result to be stated and verified in such form and manner as the Postmaster-General may direct. (Approved March 3, 1873.)

The present rule is, on those roads carrying the mails six times a week, to weigh the mails on thirty consecutive days on which the mails are carried, which would cover a period of thirty-five days; dividing the aggregate thirty weighings by thirty will give the daily average. On those roads carrying the mails seven times per week the weighing is done for thirty-five consecutive days (including Sundays) and the aggregate divided by thirty for a basis of pay.

It is evident that the period during which the weighing is continued covers, in both cases, all the mails carried for thirty-five days. If, in the second case, we should take our basis from an average obtained by dividing the aggregate weight by thirty-five we should commit the absurdity of putting a premium upon inefficiency, for evidently if the Sunday train were cut off we should virtually have the same mails less frequently carried, and therefore with a higher daily average, and therefore a higher pay basis than in the case where the seventh train was run and the greater accommodation rendered.

The present method gives no additional pay for the additional seventh train, but the other method would cause a reduction on account of better service, and practically would operate as a fine on all those roads carrying the mails daily, including Sunday.

The following letter of the Second Assistant Postmaster-General, containing instructions to the superintendents of the various divisions, deserves to be put on record as explanatory of the action of the Department:

POST-OFFICE DEPARTMENT,
OFFICE OF THE SECOND ASSISTANT POSTMASTER-GENERAL,
Washington, D. C., March 24, 1876.

SIR: As the weighing of mails is now in progress under your supervision, on railroad routes in your division, it is deemed proper to call your attention to the para-

graph in the act of March 3, 1875, directing the Postmaster-General to have the mails weighed by employés of the Post-Office Department, &c. The paragraph reads as follows, viz:

"For inland mail transportation $17,548,000; and out of the appropriation for inland mail transportation, the Postmaster-General is authorized hereafter to pay the expenses of taking the weights of mails on railroad routes, as provided by the act entitled 'An act making appropriations for the service of the Post-Office Department for the year ending June 30, 1874,' approved March 3, 1873; and he is hereby directed to have the mails weighed as often as now provided by law, by the employés of the Post-Office Department, and have the weights stated and verified to him by said employés under such instructions as he may consider just to the Post-Office Department and the railroad companies." (Statutes at Large, vol. 18, part 3, p. 341.)

You will please take notice that the direction to the Postmaster-General to have the mails weighed and the weights verified "by employés of the Post-Office Department" applies as well to mails carried on trains not accompanied by route agents or railway post-office clerks as to those carried in charge of such agents or clerks. You will see, therefore, that the weighing is in all cases done by employés of the Department, and that said employés verify the statements of the results by affixing their signatures to the daily memoranda of the weighing. In any case in which it is impracticable for route agents, railway post-office clerks, or other regular employés of the Department to take the weights, suitable persons must be specially employed and duly sworn as weighers, agreeably to the instructions heretofore given, provision being made by the act of 1875, above quoted, to defray the expense "out of the appropriation for inland mail transportation."

You will please observe moreover that the act of March 3, 1873, prescribing the rates of compensation for the transportation of mails on railroad routes according to the average weight of mails they convey, requires the average weight to be ascertained in every case by the *actual weighing of the mails, &c.* You will take care therefore that the weighers observe the directions given in the Department's new railroad weight circular to "weigh all through and way mail matter as it comes on the car at each station," and also to "weigh all through and way mail matter *again* as it is put off the car at each station," and that in making the daily memoranda they enter the *actual weights* of mails put *on* and *off* the trains in every case as well at terminal as at intermediate stations.

They will not be at liberty to set down opposite the name of any terminal or intermediate station as "sent *on the trains*" or "received *off the trains*" any supposititious or constructive number of pounds for the purpose of making the columns of mails "sent" and mails "received" balance each other. They are only to set down carefully in the appropriate columns the *actual weights* of the mails put on and off at every station. If after that, discrepancies appear it will remain for you to institute inquiries to ascertain how to reconcile such discrepancies. In any case where a mail car or railway post-office car with its route agent or a railway post-office clerk runs continuously through over two connecting routes without any transfer of mails at the point at which the routes connect, the blanks prepared for the two routes on which to enter the daily memoranda of the weights may be pinned or pasted together, the heading of each being preserved and carefully filled up, the same as if it were kept separately, while the *actual weights* put on and off at every station may be set down in the same manner as if the two routes were one.

The mails are to be weighed for the given number of successive working days (thirty in the weighing to which these instructions particularly relate) and in case mails are carried on any route also on Sundays, returns of the weights of such Sunday mails are to be furnished in the same manner as the others, to be included in consolidating the returns for the period, the object being, as you are aware, to obtain a fair average of the service for the working year. On the other hand, if mails are conveyed less frequently than every working day the period of the weighing is not to embrace more than the given number of working days, counting both those on which mails are conveyed and those on which they are not, the object being the same as in the other case.

You will please acknowledge the receipt of this communication and give its subject-matter prompt attention. Will you please furnish me with copies of such instructions as you have already given and such as you may hereafter give to weighers and others relative to taking the weights of mails on railroad routes?

All letters and papers on this subject which you may forward to this office, you will please inclose in envelopes superscribed with the words "*Weighing of Mails.*"

Respectfully, &c.,

JAS. N. TYNER,
Second Assistant Postmaster-General.

C. JAY FRENCH, Esq.,
Sup't Railway Mail Service, Fifth Division, Cincinnati, Ohio.

In 1877 the railroad routes were increased over 2,000 miles, while the cost of the service was diminished by nearly a half million dollars, resulting from the act of July 12, 1876, reducing the compensation 10 per cent. This reduction did not, under the decision of the Attorney-General, affect the allowance for railway post-office cars. No material increase took place in the force of the Railway Mail Service, and there was a slight reduction in its cost. The annual mileage had grown to 16,898,000 miles. The General Superintendent this year makes a strong plea in favor of a change of classification in the service, both for the sake of convenience and economy. The same report contains a statement of mail distributed on the various post-office lines in the nine divisions. This is the first year in which a record was kept, and it was not absolutely perfect, but sufficiently so as to give some idea of the workings of the service at that time, and for the purposes of comparison with the present. Then the total number of letters and pieces of ordinary mail matter handled amounted to about 864,000,000 for all the divisions. The report for the last year shows 906,341,610 pieces handled in the sixth division alone, and an aggregate for the nine divisions of 4,519,661,900 letters and pieces of ordinary mail matter. These figures with other tables, given more in detail in the Appendix (*vide* Appendix Y), will enable any one to appreciate the marvelous growth that this branch of the service has had, and the immense amount of work done by those engaged in it. It was the custom in earlier years to estimate how large a force would be necessary in the various distributing offices to do the work performed in the railway post-office cars, but all such calculations are rendered irrelevant since the service has already reached a point where it would be impossible in justice to the public to attempt to deal with the mails under the old system, no matter how much less it might cost than the present method.

Serious embarrassments, resulting from the discontinuance of the "fast mail" in 1876, were removed early in 1877 by the restoration of full mail facilities on most of the leading lines. Additional service was placed on the lines leading out of Chicago, Saint Louis, and Boston, and Mr. Vail, the General Superintendent, in the course of his report for this year, says, referring to the necessity that the Department be clothed with power to compel mail service on the part of the railroads:

> The Department should be clothed with absolute power to demand of, and obtain from, any and all railroads, not only that mail be carried on any regular train which it may select, but that sufficient accommodations should be afforded to enable the employés of this Department to make the necessary distribution while in transit. In the United States the average distance which mail is carried, being so much greater than in any other country, and consequently so much time consumed in transit, it should not be more delayed by forcing it into terminal or "distributing post offices" for distribution to connecting lines, when it can be done upon the railroad, and be ready upon arrival at any point for dispatch upon connecting trains.

The General Superintendent in this year also recommends that some provision be made to guard against accident from fire in the postal car. In one accident on the Lake Shore road the entire mail from the West was destroyed, resulting in great confusion and the destruction of registered mail to the value of nearly $100,000. In the judgment of the General Superintendent, both the safety of the mails and the safety of the clerks demand that this should be done.

He also asks that all employés of this service who handle the mails in public be required to wear some uniform dress, that it may be known whether or not persons in possession of the mails are properly authorized. The experiment had already been made of uniforming the rail-

way postal clerks, resulting in greatly improving the efficiency of the service.

Owing to reduced appropriations, the Department was, in 1878, compelled to face the possibility of a return, in part, to the old system in vogue before postal cars were used, in order to bring the expenses of the service within the appropriation. Recognizing that this course would have led to great confusion and delay, and also to great dissatisfaction and complaint on the part of the public, Postmaster-General Key delayed making such a radical change before consulting Congress on the subject. As a fair picture of what would take place in such a contingency, the report for 1878 adds:

> Mails would be delayed at the offices of separation hardly ever less than twelve hours, and most generally twenty-four hours; letters, papers, and packages passing over great distances or circuitous routes would be detained at more than one such office in very many cases, and there would be delay in the immense number of transactions which are initiated, conducted, and completed by communications through the mails. For this cause, business men would send their messages by telegraph, instead of the mails, to a great extent, and the delay in the transmission of remittances of business men would add largely to sums they pay by way of interest and exchange. In my opinion it would cause a shock to our postal system from which it would not soon recover. Railway companies which have been at the expense of furnishing postal cars might be slow to furnish us such conveniences a second time, and there is no law to compel them to do so.

The Postmaster-General, the Second Assistant Postmaster-General, and the General Superintendent of Railway Mail Service, all unite in this year in making a strong appeal to Congress to authorize the new classification of the service, and by dint of iteration and reiteration this was accomplished during this decade under General Superintendent Thompson.

The registration of third-class matter, inaugurated about this time, largely increased the work of the already overburdened postal clerks, in connection with the handling of registered mail, especially as this class of mail matter is much more bulky and does not admit of being handled as expeditiously as registered letters.

Ample tables are given in the report for this and later years showing the annual service on the various railroad routes, miles of railway postal service, number of railway postal clerks, and others. These tables take their origin from 1870, indicating that that year may be taken as the close of the formative period of the service. Thenceforward its position is assured, its work clearly defined, and its development natural and steady.

Marked improvement in the service is noted in 1878. Improved schedules and car accommodations were obtained generally from the railroads. Two lines are running with new cars between Boston and New York; a new train is running over a portion of the New York, New Haven and Hartford Railroad making new connections. The New York Central has service four times daily over a portion of the road and three times through. One of these trains is a special mail and express running at an extra rate of speed. The Pennsylvania Railroad Company rebuilt and enlarged their equipment, having two special trains for the accommodation of the mails between New York and Philadelphia and one between Philadelphia and Pittsburgh. New service was established between Pittsburgh and Chicago, and additional service between Pittsburgh, Cincinnati, and Saint Louis, as also on the lines leading out of Saint Louis to the South and West, and out of Chicago to the North and West. The mails between Washington and the Southern States are advanced an average of twelve hours. These results grew out of

negotiations that the Postmaster-General was able to make through a judicious use of the funds placed at his disposal by Congress to obtain special facilities on the trunk lines.

Mr. Vail closes his report for 1878 with a just compliment to the postal clerks, as follows:

> On their fidelity are dependent interests beyond estimate, and they have fully met the expectation of the Department and the requirements of the public. If we have, as we claim, a postal service to which there is none superior, then to these employés is due their share of the credit.

In 1879 the Postmaster-General, under the authority of an act of March 3d of that year, addressed letters to the various railroad companies transporting the mails, propounding to them a series of questions as to the receipts and expenditures, the knowledge of which was necessary in order that he might ascertain the cost of mail transportation and the proper compensation to be paid for the same. Very few companies replied to the letter of the Department, and the information desired was never obtained. The report for this year calls attention to the fact that a heavy British and Australian mail is regularly carried across the continent, between New York and San Francisco, at an annual cost of about $100,000. In this year, for the first time, a count of all mail matter mailed at all post-offices and postal cars during the first seven days of November was ordered. The result of this first count showed that in all the divisions of the Railway Mail Service there had been mailed in one week 744,397 pieces of mail, a large aggregate when it is remembered that the railway post-offices are supposed to receive all mails in pouches. In view of the large increase in the work of the postal clerks, owing to the registration of third-class mail matter, the General Superintendent recommended the placing on each of the through post-office lines one clerk whose special duty should be to receive, receipt for, and take sole charge of the registered mail. The value and importance of this mail demands that on the trunk lines at least one clerk should be assigned to its care and safety.

By means of the special fund placed at the disposal of the Postmaster-General harmonious relations continued with the railway companies and additional facilities were secured with greatly improved schedules. In fact the appropriation for "Special Facilities" is rendered absolutely necessary under the present methods of adjusting pay.

In the course of the preceding year Mr. Vail had been succeeded as General Superintendent by Mr. W. B. Thompson, superintendent of the ninth division, who closed his first annual report with words of commendation to all the employés of the service for their untiring zeal in the execution of their arduous duties.

During 1880 the service was improved by larger and more convenient cars on the Union Pacific Railroad, between Omaha and Ogden; also on the Chicago, Milwaukee and Saint Paul, and upon several of the Southern lines. The enormous amount of work done by the corps of railway post-office clerks may be appreciated from the figures, which have been steadily growing year by year. (See Appendix X and Y.)

In August, 1880, the Department discontinued the custom of issuing to railway companies collection orders on postmasters. A daily bulletin of orders affecting the postal service was issued by the General Superintendent of Railway Mail Service March 4, 1880. This bulletin is printed in the Department, and has been issued regularly since that date, for the information and guidance of postmasters, officers, and employés of the postal service, giving notice of the establishment of new post-offices, discontinuances, change of site, change of name, mail messenger service

established and discontinued, special service established and discontinued, route service established and discontinued, change in schedules of the railways, also all changes in the star and steamboat service, postmasters commissioned, and such other information affecting the postal service as transpires daily in the Department. Although this little sheet was originally issued for the sole use and information of the Railway Mail Service, it has proved of such value that it has come to be looked for in all branches of the Department.

In this year there were distributed on the various railway post-office lines over 2,500,000,000 letters and pieces of paper mail. These figures are obtained from a basis of forty letters to each package and one hundred and fifty papers to each sack. As indicative of the great increase in the mails, and consequently in the work of the railway post-office force, we may set down here the exact figures for 1880 and 1884. During the year ending June 30, 1880, the whole number of pieces handled was 2,658,483,220; for the year ending June 30, 1884, the whole number of pieces handled was 4,519,661,900. Undoubtedly the facilities of the Railway Mail Service have, more than any other single thing, contributed to this great increase in the volume of mail transported.

These figures given above are separate from the registered pouches, a branch of the service which has grown rapidly in recent years. An interesting fact in this connection is that only one piece out of every 3,482 was incorrectly distributed for the year 1880, while in 1884 only one piece in every 6,000 was incorrectly handled. In other words, whilst the number of pieces handled had almost doubled, the number of errors remained about the same.

Considering that postal clerks perform their work with the cars in rapid motion and that in most cases a limit is set within which their work must be completed, compelling them to work with great celerity, one error in every 6,000 pieces handled is a remarkable record, and shows that for accuracy we "may safely challenge comparison with any other service in this country or elsewhere."

It must be borne in mind, in forming a correct judgment as to the work of the railway post-offices, that every new convenience added to the facilities of communication for the public makes a large increase in the amount of mail to be handled. Thus the money-order system, the registration system, the introduction of postal cards, and more recently of postal notes, the conveyance in the mails of samples, merchandise, not to speak of the influence of a material reduction in the rates of postage, all tend not only to swell the mails with new correspondence, but with articles involved in the correspondence.

The question is raised in the annual report of the Postmaster-General for 1881, as to the wisdom of the Post-Office Department becoming a common carrier of merchandise, at unremunerative rates. It is not within the province of this paper to discuss the question, but it may be noted that there are two sides to it, and that it has a material bearing on the work performed by the railway post-offices. If the Post-Office Department is carrying merchandise at unremunerative rates, as is claimed (and can probably be demonstrated), then the Department becomes a competitor with other shippers, to their manifest disadvantage, and as a natural result, to the disadvantage of the railways. It was in this year, April 7, 1881, that the order of the Postmaster-General was issued to take effect on the 1st of May, following, completely reorganizing the Railway Mail Service. The effect of the reorganization was most salutary. The first result of it seemed harsh to those clerks whose salaries were reduced or whose retirement became necessary.

Order No. 47, reaffirmed by an act of Congress in the next year, marks an epoch in the history of the service, and should stand as a guarantee that the grades of service therein established are not arbitrary, but mark the degree of ability of the clerks, and become the steps through which it is possible to make recognition of faithful and intelligent service. As opportunity afforded promotions have been made in harmony with the scheme outlined in this order, and if additional legislation could be had insuring permanency to the employés of the service, supplemented by a pension scheme which would do justice to those killed and wounded while in the discharge of duty, no just ground of complaint could exist on the part of any in the service. In 1881 the time between New York and San Francisco was reduced twenty-four hours, a Southern fast mail was inaugurated, shortening very materially the time between New York and Atlanta and New Orleans.

August 1, 1882, an order of the Postmaster-General (No. 354) was issued confirming the order of the previous year, reorganizing the Railway Mail Service. This last order (No. 354) was based upon an act of Congress approved July 31, 1882, authorizing the reorganization, designating, classifying, and fixing the salaries of persons in the Railway Mail Service. Henceforward there are to be no more route agents, mail route messengers, and local agents, but all employés are to be known as railway postal clerks, and all lines are to be known as railway post-offices. (*Vide* Appendix, A B.)

During 1882, the "fast-mail" service was discontinued on the Pennsylvania Railroad between New York and Pittsburgh, and also between Washington and Atlanta. The service on the Pennsylvania road was soon after re-established. At the close of the fiscal year 1883 there were 993 railway post-office lines, and the mail was carried on 109,827 miles of route, an increase of 9,264 miles for one year, the largest ever noted in the history of the country.

The report of the Second Assistant Postmaster-General for this year contains a graphic chart showing the relative increase of the railway service and the cost of the same. This chart has been completed to include the latest figures, and will be found in the Appendix. (*Vide* Appendix W.)

In the spring of this year Postmaster-General Howe appointed the "committee on the revision of the laws governing postal transportation by railroads." This committee consisted of Richard A. Elmer, Second Assistant Postmaster-General (chairman), William B. Thompson, General Superintendent of Railway Mail Service, and Isaac C. Slater, superintendent of railway adjustments. Some mention of their work will be found under the section devoted to railway adjustments. City separation was for the first time systematically undertaken, the results of which will be found elsewhere. The "special facilities" fund was in large part unexpended, owing to the inability of the Postmaster-General to establish a fast transcontinental mail.

The report of 1883 recommends also that the deductions for failure to perform service and record arrival and departure, which amounted in that year to $6,052.13, should be applied to continuing the salaries of persons killed or injured in the service, thereby avoiding any increase in the appropriation.

The decade closes with the reports for the fiscal year ending June 30, 1884. The fast mail service was greatly extended in the Northwest; the transcontinental mails were expedited more than one day from New York to San Francisco. Further reference to what was accomplished in this direction will be found under the chapter devoted to the "Fast

Mails." The report of Second Assistant Postmaster-General Lyman contains a review of the whole matter of railway adjustments, discusses the necessity of a revision of the laws governing postal transportation, and urges that the results reached by the committee of 1883, embodied in a bill now before Congress, be adopted. (For the full text of this bill see Appendix A A.)

Some idea may be had of the great growth of railway mail transportation by recalling that in 1842 the railroad routes comprised but about one mile in fifty of all the postal transportation of the country. The mail was then carried 150,000 miles, 3,000 of which was by rail. The last annual report (1884) showed a total route mileage of 359,530 miles, the railroads including 117,160 miles, or nearly one-third of the whole. Estimated on the basis of the total annual transportation of the mails, which is the better method for the purposes of comparison, we find that of a total of 227,532,732 miles (including steamboat, railway, and star service), the railway service is 142,541,392 miles, or nearly two-thirds of the aggregate transportation. (*Vide* Appendix A A A.)

Mr. Thompson closed his superintendency December 31, 1884, having been appointed Second Assistant Postmaster-General.

Mr. John Jameson, who had been for some time assistant superintendent, was, January 1, 1885, made General Superintendent.

DISTRIBUTING POST-OFFICES.

To understand fully the great advantages of the present methods of handling mail as compared with former methods, it will be necessary to glance at the abuses connected with what were known as distributing post-offices.

Distributing post-offices were instituted by act of Congress in the year 1810, and ratified by general regulation in the same year. The original act (April 30, 1810), reads:

> SECTION 5. *And be it further enacted*, That the Postmaster-General shall be authorized to allow the postmasters at the several distributing offices such compensation as shall be adequate to their several services in that respect: *Provided*, That the same shall not exceed in the whole 5 per cent. on the whole amount of postages on letters and newspapers received for distribution: *Provided, also*, That if the number of mails received at, and dispatched from, any such office is not actually increased by the distributing system, then no additional allowance shall be made to the postmaster.

Thirty-five cities and towns were designated as distributing offices, and minute instructions are given as to the making up of the mail (and curiously each bundle of letters was called a mail). In 1857 the number of distributing post-offices had increased to fifty, and in the intervening years there had fastened upon the postal service very grave abuses. It came to pass that many letters intended for distributing post-offices found their way, through carelessness, into packages intended for delivery in the cities designated as "distributing offices." Now, the first work of the clerks at the distributing post-office was to separate the mail for local delivery from the distribution packages (marked "Dis." or "D. P. O."), the latter being forwarded by the first connection. It often happened that after forwarding these "D. P. O." mails there would yet be found in the local mail many letters which should have been forwarded with the distribution mail. This led to frequent delays and annoyances, which are rendered impossible under present methods. It will also be apparent that the way was open for a more serious injury to the postal service by the commissions allowed upon the amount of distribution at each distributing post-office. It was to the interest of the postmasters to swell the amount of mails handled in these distributing offices, and by collusion they were able to make unnecessary commissions, and thus to diminish the revenue. For example, a letter mailed from Philadelphia to the western part of Pennsylvania, instead of being mailed direct, as the regulations required, would be sent to Baltimore, to be there distributed and subjected to a commission tax, then mailed back into Pennsylvania. Letters are on file rebuking postmasters for such errors, and calling their attention to the necessity of saving the expense incident to distribution mailing. The Postmaster-General, from time to time, called attention to these abuses.

From the letter of Mr. H. L. Johnson (*vide* Appendix Q), it appears that Mr. Henry A. Burr, formerly the topographer of the Department, was one of the first to advocate the necessity of abolishing the local distributing post-offices and substituting therefor the traveling post-office system.

In the appendix to the annual report for 1850 the First Assistant Postmaster-General points out the need of an important reform.

One paragraph of this report is such a complete exposé of the folly and abuses of the old "distribution" method that we give it entire for the sake of the contrast it affords with later methods, more expeditious and more economical:

For the purpose of pointing out an important reform, I beg leave to refer to the fact that soon after coming into office you discovered certain irregularities and abuses in that branch of post-office business called "distribution of mails," and ordered most vigorous measures to correct them. Certain post-offices, designated for the purpose, collect and receive the mails, both in large and separate packages, from various points for particular regions of country, and then *distribute* them to the several places to which they are addressed. They are landmarks to the distant offices to guide the course of their mails to remote points, receiving them as they are made up at the mailing office, and remailing them with a new post-bill and new entries in the accounts of "mails received" and of "mails sent" to their respective destinations. For this service the distributing post-office receives a commission of 7 per cent. The evils incident to this operation are too frequent distribution and consequent unnecessary expense and delay. Originally, the regulations of the Department contemplated two distributions on each transmission to a distant place; for many years past, but one; but in fact they occur so frequently in many cases as to absorb almost all that remains of the postage of the letter, after taking out the delivery commission. The cause of these evils is obvious; it is much easier to mail the letter to the next distributing office, which is well known, and so on along the whole route, than to find out the ultimate distribution circle to which the office addressed belongs; and the avidity to swell the commission fund encourages the practice. But this is not the worst. On being detained to receive a distribution mailing, the letter, in ninety-nine cases out of a hundred, loses its connection with the out-going mails, and serious, unnecessary delays are thus occasioned.

Then follows a scheme by which it was proposed to remedy these evils and inaugurate a system under which every letter would be mailed direct.

Again, the Postmaster-General in his annual report for 1854, says that the proper distribution of mail matter in a country so vast as ours, with so many mail routes and so many post-offices, is a subject attended with great difficulty, and to which attention has been frequently directed. He states that some letters, instead of having one or at most two distributions, have been distributed four or five times before their arrival at the destined point, in consequence of which the distribution and delivery commissions have almost consumed the postage. But the worst evil connected with these frequent distributions consists of the great delays which are occasioned, and have been the subject of just complaint.

The Postmaster-General says:

Every distribution causes delay, and this must necessarily take place, under our present system, once or twice, which is one great cause of the complaint that letters do not reach their destination as soon as passengers. When the letter is from one distributing office to another the mailing is direct, and if sent on its proper course there is no good reason for any delay. The mailing, indeed, should be direct from every post-office in the United States to another; but this, under our present system, I view as impracticable.

In 1857 and 1859 we find attempts to correct these abuses and make the scheme of distribution then in effect as efficient as possible. As late as 1857 the regulations say that "all letters and packets are to be distributed and remailed before the departure of the next mail, *if practicable!*"

In 1859 postmasters at way offices on railroads are instructed to have the mails ready when the cars arrive, since they are "supplied by the exchanging of pouches as the cars pass, without waiting for time to change the mails." In other words, railway methods were found from the first to be utterly incompatible with stage-coach customs.

In the early part of the year 1859 the subject of the distribution of

letters was taken into full consideration, and the discontinuance of a number of distributing offices determined upon. This is an important stage in the development of the railway mail system. It began to be seen that the old methods were both slow and expensive. An order was issued on the 30th of April, 1859, discontinuing thirteen of the fifty distributing offices which were at that time in existence. (Appendix J.)

The discontinuance of distributing offices was coincident with the establishment of railway post-offices. Instead of sending mail to be delayed from ten to twenty-four hours at points on the way, the practice of direct mailing was substituted, and the abuses which had crept into the service through the distributing post-offices were in part corrected. The high commissions which were allowed formerly were cut off. The order of April 30, 1859, therefore, marks an epoch in the history of the postal service of the country in that it was an important economical measure, not only removing a heavy burden from the revenues of the Department, but greatly accelerating the mails, preparing the way for the improvements introduced by the changed conditions of transportation. From that day to the present time the most radical reforms have taken place, and the most improved methods in handling the mails have been devised, no means being untried whereby the receiving, distribution, and discharging of the mails might be accelerated. Without doubt the distributing post-offices were a necessary element in the postal system of the country at a certain stage of our history. When the population was spreading into new districts, making it impossible to follow the names of the new offices, it was convenient to make certain well-known offices the central depots for all mails intended for a large district of country. No great injury to the service resulted, in days when all the machinery of the Post-Office Department moved slowly, in delaying a mail twenty-four hours that it might be sorted and remailed to other distributing offices more or less distant, or to its destination, as the case might be.

But the same industry which gave rise to the distributing post-offices in days when the mails were carried in stage coaches, sulkies, on horseback, or even by ruder methods, demanded the discontinuance of these central offices when new methods of locomotion came into general use. Instead of being a help the distributing post-office became a hindrance, and in proportion as railways became carriers of the mails it was impossible for the old process of distribution to be maintained. There was an absurdity on the face of it in using such a dilatory and primitive method as the distributing offices, after having transported the mails at high speed. This was but illustrating in postal matters the folly of the hare in the fable, which running rapidly for some distance, slept leisurely by the way, to awake after a time and find itself outstripped by the tortoise.

The correspondence of the country, freighted with commercial, social, and political intelligence, carried by rapidly moving trains, must be relieved from the frequent and unwarrantable delays caused by these distributing offices.

The complaints of the public and the urgent recommendations of men who thought they had discovered a better way, led the Postmaster-General in his report for 1859 to say:

> The expense attending the distribution of letters, even when honestly performed, and the legitimate and proper commission only charged, abstracts no inconsiderable sum from the postal revenues, and this is much swollen by the second and third process of the kind to which they are exposed, often by necessity, sometimes by accident and ignorance, and more frequently, it is feared, by design.

But, as already intimated, this is not the only, or by any means the most serious evil which is sought to be remedied. The primary object of the whole mail system is to insure *speed* (with certainty and safety) in the transit of correspondence; and to effect this great end no unnecessary obstacle should be permitted to exist. Whether it is possible to dispense with the distributing system altogether is a problem yet to be solved; it exists in no other country, and would be unnecessary in this but for our great extent of territory and immense number of offices. It is evident that the list of offices of distribution should be reduced as much as possible from year to year, and that they should be established or continued only in populous cities and towns, where travel concentrates, and where mails and passengers have a temporary rest.—(Report of Postmaster-General Joseph Holt, December, 1859.)

General Superintendent Vail, in a letter to Hon. Hannibal Hamlin, July 27, 1876, explaining the reasons for the discontinuance of the fast mail, said:

So far as distribution is concerned, that must be made at some place, and it is economy to do it on the cars. If done at a post-office it must be made in a limited time, as the mails are mostly deposited at the latest possible moment before closing time or the departure of the trains. To distribute these mails in the post-office, force enough must be on hand to do this as quickly as possible. If this work is performed on the cars the clerks have all the time the mails are in transit to do it, and can thus distribute the work over their whole working hours. This work of distribution, if done at post-offices, is going on in a great number of them, while one railway post-office car passes along and makes the distribution for all offices.

From all that has been given concerning this distributing post-office system it will be seen that it was a stage-coach method carried over and continued in railroad days, and that it was certain to be discontinued with the general introduction of railways. The regulations doing away with commissions, making fixed salaries instead, making the prepayment of postage compulsory, abolishing the old post-bills, clumsy circulars, elaborate and unnecessary book entries, transcripts, and settlements which were always unsettled, were all steps by which the Department passed from the old to the new. Under the old system there would not now be clerks enough to inspect and audit the accounts, nor room enough in the Department to hold the returns for a single year. The new method is self-recording, self-checking, doing away with even a report of moneys collected on partly-paid letters, by means of the "postage-due" stamp. The Railway Mail Service has therefore done more than simply convey the mails rapidly. It has infused its quickened life into every other branch of the postal service. Where once there was opportunity for, and often a premium upon, fraud (as in the distributing post-office system), now such rapidity in transmission and celerity in handling the mails is everywhere to be found as in the very nature of the case prevent both delay and depredation. To show that the discontinuance of distributing post-offices was coincident with the establishment of railway post-offices we may cite a single sentence from the Report of the Postmaster-General for 1865, page 9. (*Vide* also Appendix K.)

Railway post-offices have been established on several leading railroads, and arrangements are in progress for their introduction on other lines. The result, so far, encourages the hope that the system, by accelerating the transmission of correspondence, and lessening the number of distributing offices, will be of permanent advantage to the postal interests of the country.

As bearing on the relative cost of distributing offices and railway post-offices we may cite the following from the report of the committee appointed to revise the laws governing postal transportation of railroads in 1883 (page 11):

RAILWAY POST-OFFICES.

For many years the railroads simply conveyed the mails in bulk, and the present elaborate system of railway post-offices is the result of increased efforts to meet the increased demands of the public needs.

In 1864 we discover the beginnings of this most important branch of the present railway postal system. The report of the Postmaster-General for 1864 exactly describes the situation of things:

"The majority of letters are now subjected to delays, while the expense attending the work in 22 distributing post-offices amounted, during the fourth quarter of 1864, to nearly $200,000, being at the rate of $800,000 per year, or about 62 per centum of the whole expense for clerk-hire in all offices.

"The ordinary distributing post-offices not meeting the necessities of the service, experiments have been commenced with railway or traveling post-offices."

It may be interesting to make an estimate at this point as to where the figures would find us in 1883, the same conditions and percentages remaining as existed in 1864.

The amount expended for clerk-hire in 1883 was $4,000,000, which under the old régime would have been $12,890,000—$8,000,000 of which, or 62 per centum, would represent the cost of maintaining the distributing offices. In other words there has been a saving of nearly $3,000,000 per annum, on this showing, by the inauguration of this expeditious method of handling the mails.

That this is not an overestimate may be seen by contrasting the weight of the mails carried out of the city of New York now with the weight of forty years ago. Then in an entire week the weight of the mails amounted to but 19,000 pounds. Now that weight leaves New York every two hours, or more than 120 tons daily, by various roads.

Instead of baggage cars in which the mails are carried as freight there are now hundreds of fully equipped post-offices traveling over the country on all the important railroads, in which clerks are distributing the mails, thus making a great saving to the Government of space, which would otherwise be required for distributing offices, as well as a great saving of time to the public. If Macaulay could years ago call the post-office "a splendid triumph of civilization," certainly we might be allowed to employ the phrase in description of a modern railway post-office, flying through the land with the rapidity of steam, taking up in its course with an arm of steel the mails which are distributed on the way for the carriers of distant cities.

Though at first sight this might seem to be an expensive auxiliary to the railway service, its cost for one year now equaling the entire cost of the railroad service of twenty years ago, still it is here shown that it is in point of fact the most economical method of handling the mails, and is justified, therefore, on the score of its comparatively small cost, apart from all considerations of promptness and convenience to the public.

THE BEGINNING OF RAILWAY POST-OFFICES.

In the light of all that the Railway Mail Service has grown to be in recent years it becomes an interesting question as to where the credit belongs for originating this service. Several claimants for the honor have arisen. We may say in general that from reports made to the Post-Office Department, antecedent to 1860, by Mr. Plitt and Mr. Hobbie, the whole matter of traveling post-offices was no new thing in 1864 when Mr. Armstrong made his first suggestions, nor even in 1862 when Mr. William A. Davis was distributing the overland mail in transit.

There seems to be no doubt that Mr. Davis was the first to distribute through mails in the United States, and the first to have cars prepared for that purpose, as was done by the Hannibal and Saint Joseph Railroad for the transportation of the overland mails. These mails accumulated in Saint Joseph, where they were distributed in the post-office of that city; were often late by reason of the bad condition of the railroad, missing the regular connection with the stages departing from Saint Joseph west.

A letter will be found in the appendix to this history, prepared by Mr. H. L. Johnson, principal clerk of the mail equipment division, who has been for years connected with this Department. This letter was prepared in obedience to a request from the Postmaster-General for a detailed statement of any knowledge Mr. Johnson might have of the circumstances connected with the establishment of railway post-offices in the United States. This letter is indorsed by Mr. A. N. Zevely, late Third Assistant Postmaster General, as correct, though Mr. Zevely adds in his indorsement, as will be seen by referring to the document, that he credits Mr. W. A. Davis, of Saint Joseph, Mo., with first suggesting to the Post-office Department the distribution of the California overland mails on the Hannibal and Saint Joseph Railroad.

Mr. Johnson also says, in the course of his letter, that the first railway post-office was introduced into the postal service in this country in July, 1862, when Judge Blair, then Postmaster-General, ordered (July 7, 1862) the establishment of a railway post-office on the Hannibal and Saint Joseph Railroad (Quincy, Ill., to Saint Joseph, Mo.), and the Second Assistant Postmaster-General (Mr. G. W. McLellan) authorized a special agent to arrange with the railroad company to provide suitable postal-car accommodations. Perhaps in justice to all parties concerned the entire correspondence on this subject should be made a matter of record, and it is accordingly hereto appended. (Appendix L.)

The facts in the case after a full review of all the evidence seem to be about as follows: The overland mails began to be carried over the Hannibal and Saint Joseph Railroad via Saint Joseph, Mo., July, 1861. On the 23d of May, 1862, the postmaster at Saint Joseph, Mo., J. L. Bittinger, communicated his views to the Postmaster-General, as to some improved methods of dealing with the overland mails. This letter cannot be found, but the answer to it is among the files of the Second Assistant Postmaster-General, thanking Mr. Bittinger for the sugges-

tions he has made. This answer is dated Washington, May 31, 1862, and from it we may infer that the letter from Mr. Bittinger included the suggestions of William A. Davis, as to a more expeditious method of distributing and dispatching the overland mails. Mr. Davis is no longer living, but Mr. Bittinger, the postmaster who wrote the letter, is living, and in later correspondence with the Department disavows all claim to originality for these suggestions, giving the full credit for any value they may have had to Mr. Davis, then assistant postmaster at Saint Joseph.

There is on file in the Department an order as follows:

1862, *September* 4.—Recognize services of William A. Davis, of Saint Joseph, Mo., as superintendent of overland mail distribution on the cars on the Hannibal and Saint Joseph Railroad Company, from 26th of July to 31st of August, 1862, at $100, and refer it to the Auditor to pay him that amount.

A like order exists for October and November, and at the end of that time the appointment was made permanent. (*Vide* Appendix L, Inclosure 7.)

In a letter dated Saint Joseph, Mo., August 5, 1862, also on file in the Department, Mr. Davis writes to Mr. McLellan, Second Assistant Postmaster-General, saying that he has succeeded in getting cars temporarily prepared, in which the work can be done until the new cars are ready. He says further, that the distribution was commenced on the Monday previous, and that after a week's experiment he can confidently report that when the accommodations are furnished that are promised by the superintendent of the road, the distribution can be done entirely to the satisfaction of the Department.

From all the correspondence in the case it seems to be certain that the first practical experiment in this country, of which there is any record in the Department, was made in 1862, under the superintendence of Mr. Davis, and the truth of history requires that these facts be set forth, since the Railway Mail Service has grown to such proportions as to become one of the most important branches of the postal system.

A thorough search of the records reveals nothing bearing upon the distribution of through mails earlier than the letter of the postmaster at Saint Joseph, which presumably contained the suggestions of Mr. Davis, and led to the experiment in connection with overland mails. The correspondence here referred to will be found in the Appendix.

As showing that there was a disposition on the part of the special agents and other officers of the Department to defer to Mr. Davis, as the original mover in the matter of distribution, we find that Special Agent Waller, to whom the whole matter in connection with the overland mails was referred by the Postmaster-General, writes to the postmaster at Saint Joseph for information in regard to some of the details of the work, saying in his letter: "Please see Mr. Davis and ask his opinion with regard to this." And again under date of February 23, 1864, Special Agent Waller writes to Mr. Davis himself, saying that the Atlantic and Great Western Railway connecting with the New York and Erie at Salamanca is completed as far as Akron, Ohio, and they think they can carry the western mail from New York to Saint Louis quicker than any other road, adding:

> They are now preparing to build their mail cars, and as the Postmaster-General feels disposed to extend, as far as practicable, the system of distribution inaugurated upon the Hannibal and Saint Joseph Railroad by you, it is desirable that the cars to be constructed for the road above named should be properly arranged for distribution. And as the first experiment in constructing such cars was made upon your road, we are desirous of having the drawing and description of the car you now use, with any suggestions for improvement that may strike you as advisable.

At this date Mr. Davis had been advanced to the grade of special agent at Saint Joseph, the same grade in the Department occupied by the men who, later in the same year, became more conspicuously identified with the inauguration of the railway post-office.

It has not been deemed necessary to notice the claim that has been put forth in one quarter that the railway mail system originated in February, 1862, within the lines of the Army of the Tennessee.

No such claim would be made by any one who fully understood just what the Railway Mail Service is, and what relation it bears to the distribution service that preceded it. For years previous to 1860 there had been some distribution of mail on railways. But the handling of through mail on the cars without turning it into distributing offices began, as has been shown, in a small way with respect to the overland mails only, under the superintendence of William A. Davis, in July, 1862. It was urged upon the Department and elaborated into a more general scheme by Mr. Armstrong in 1864; it was conducted as at first a doubtful, and afterwards a successful, experiment under the double superintendence of Mr. Armstrong and Mr. Park from 1865 to 1869. It widened into greater usefulness under Mr. Armstrong from 1869 to 1871; it made many new and valuable improvements under Mr. Bangs from 1871 to 1876; it was further enlarged under Mr. Vail from 1876 to 1878, and has had its most phenomenal development, its true organization, its new nomenclature, its fast mails and various other features which have served to popularize it under the longer administration of Mr. Thompson, the late General Superintendent, from 1878 to 1885.

In a letter dated January, 1869, Mr. Park, in giving an outline of the Railway Mail Service up to date, to Hon. Mr. Twitchell, says:

> In the summer of 1864 certain heads of bureaus in the Post Office Department conceived the idea that much valuable time could be saved in the transmission of mails by having at least a portion of the work heretofore done in distributing post-offices performed while the mail was in transit, and for the purpose of devising some way by which this could be accomplished a number of the most efficient post-office experts were called to Washington to consult and, if possible, devise ways and means by which this much-desired result could be arrived at. After a full consultation, which occupied some days, it was determined to try the experiment of railway postal service, as at present in operation, and two special agents of the Post Office Department were designated to test its practicability, one for the western and one for the eastern division. The western division comprised all the States and Territories west of the east line of Indiana and south of the Ohio River. The first road put in operation as a railway postal route was the Iowa Division of the Chicago and Northwestern Railroad, from Chicago, Ill., to Clinton, Iowa, August 28, 1864. The next was the New York and Washington line, soon followed by the Pennsylvania Central, the Chicago and Rock Island, and the New York and Erie roads all in 1864. In 1865 other roads were put in operation. In 1866 still others, when the Post Office Department became satisfied that the system was not only practicable but very desirable, and the wants of the Department and the people demanded the new service. From that time to the present the Department has introduced this service upon the main trunks and more important roads whenever the roads would offer facilities for the same without demanding too large an amount for the extra accommodations.
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> The average number of clerks upon each postal car is two, though upon some routes it is necessary, on account of the large amount of mails to be distributed, to employ a larger force, as, for instance, on the morning run between Portland and Boston, three men to a car are required on both the day and night run. On the New York and Washington line three men are required on the night run, with an assistant for part of the run, and on the day run on the same route two men on a car perform the service, with the help of an assistant part of the way.
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> There are now employed as head clerks, clerks, and assistant clerks in the railway postal service two hundred and eighty-two men, at an aggregate compensation of $333,300.
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> * * * * * * *
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> In June last there was a circular sent out from the Post-Office Department, and all the

large offices in close connection with the railway postal service, inquiring how many clerks would be required with the usual increase in the size of mails to perform the labor in other offices if the railway postal service should be abandoned and the whole system of route agents and direct mails restored. Answers were returned by most of those addressed admitting and fully indorsing the great superiority of the railway postal service, and stating that their mails, both in coming and going, were facilitated in their transmission from twelve to twenty-four hours, and in cases where they would under the old system be obliged to go through the process of a redistribution, from thirty-six to forty-eight hours."

In a supplementary note to this letter, Mr. Park says:

Another point that I omitted to mention is the fact that upon all our railway postal routes letters are received and regularly mailed at the cars up to the very moment of starting and are received at the points where the cars stop, giving business men the advantage of from thirty minutes to one hour more time in which to mail their letters by taking them to the cars for mailing. Still another point on the New York and Boston route that I consider worthy of attention: The Department has caused letter boxes for the reception of letters to be placed in the depots at Boston, Worcester, Springfield, New Haven, and New York, in which letters for the road may be deposited up to five minutes of the departure of the postal cars. These boxes are opened by the postal clerks at the last moment, and the contents as regulared, mailed, and forwarded as though they had been deposited in the post-office two hours before.

The name of Mr. Zevely, Third Assistant Postmaster-General, is prominently connected with the origin of the railway distribution. He was specially charged by the Postmaster-General with the duty of organizing the system of traveling post-offices, and called a convention of competent clerks from Cleveland, New York, Philadelphia, and Baltimore to be held in Washington June 15, 1864. From this time until February, 1865, Mr. Zevely's correspondence shows the great interest he took in the work. The most interesting letters covering this period from the files of the Third Assistant Postmaster-General will be found in the Appendix, and are given in full in view of the great importance of this formative period.

Along with these letters we have given also the local notice of the first cars on the New York and Washington line as found in one of the city papers, dated August 31, 1864. After February, 1865, the management of this branch passed back into the hands of the Second Assistant Postmaster-General, where naturally it belonged. In the course of these researches there was unearthed an argument by Mr. Zevely in favor of the new method of distribution. (See Appendix L.)

It would seem from this paper that some parties intimately connected with the establishment of the new service had taken strong ground against it and in favor of another system, which involved the extending of the direct exchanges by special mail bags. Mr. Zevely's argument seems to be directed especially to Mr. Waller, who for some time had practically been the head of the new service, as chief special agent. Mr. Waller was succeeded by Mr. Wheeler, some of whose correspondence will be found in the Appendix, and Mr. Wheeler by Mr. Harrison Park, who was associate superintendent of the service with Mr. George B. Armstrong until the year 1869. Very little can be found pertaining to the history of the service for the years 1864 to 1867. The files of the division superintendents disclose some things of historical value, but a letter addressed to all the divisions failed to call forth any documentary or original material, though several interesting and valuable letters were received in response from Superintendents Jackson and White. The letter from Mr. Jackson contains a sketch of the Railway Mail Service from the standpoint of the second division with "pencilings by the way." (*Vide* Appendix A C.) The letter of Mr. White, of the sixth division, contains some interesting facts, though the records of this

division for the first few years are entirely missing, having been lost in the various fires and removals through which the office passed. (*Vide* Appendix A D.)

The first letter-book in the archives of the General Superintendent's office has its first letter dated July 1, 1867, addressed to St. John B. Skinner, First Assistant Postmaster-General, signed H. Park, special agent Post-Office Department.

During the period from 1864 to 1869 the railway postal service was under the double superintendence of Mr. Harrison Park and Mr. George B. Armstrong. Mr. Park had charge of all east of the east boundary of Indiana, and Mr. Armstrong all west of that line. Mr. Park's office was in Washington and Mr. Armstrong's in Chicago. The letters passing between these co-ordinate superintendents during this early period of the service are of particular interest. Mr. Park being at headquarters in Washington, coming into closer official relations with the Department, and being in daily conference with the Second Assistant Postmaster-General, Mr. McLellan, would naturally seem to be the head of the bureau. He signs himself in his official communications "Special Agent of the Post-Office Department," and after a time adds the further designation "Supt. R. P. Offices," and again, "Supt. R. P. Cars," and subsequently, "Supt. R. P. Service, E. Div." One letter is on record (dated April 28, 1869), bearing the signature of both superintendents.

The first general order of the General Superintendent is dated July 1, 1879. The old letter-books reveal nothing in the nature of "General Orders," although as early as 1867 Mr. Park writes Mr. Armstrong (July 8, 1867), saying that for a long time he has felt the necessity for some general instructions to railway postal clerks. He recalls the fact that a year before he had prepared and submitted a set for Armstrong's consideration, and says that as the railway postal service is becoming so extended it is absolutely necessary to have such instructions, since "it is impossible for superintendents to be always accessible." Mr. Park now states that he has rewritten the instructions before submitted, that they have been approved by the Second and Third Assistant Postmasters-General, and after inspection and approval by Mr. Armstrong, they will be issued.

In this early correspondence there is a letter from Mr. Park to Mr. S. H. Knapp, superintendent of mails, New York, which is of special interest as showing briefly an outline of the beginning of the service from one of these two superintendents.

September, 1867.

DEAR SIR: You asked me a few days since to give you a brief outline of the present condition of what is known as the "Railway Postal Service" in the United States, with such statistics as I had at hand, and any other points of interest that I might please to give, which you stated you had promised to furnish to a friend. When you asked me to furnish you these facts I supposed that I would have found time before now to have done so, but I was then on the eve of a tour of inspection over some of the lines, and since my return I have been so constantly engaged on matters connected with the service demanding my personal attention that I have but just found time to comply with your request, and must now do so in a brief and hurried manner.

In the summer of 1864 certain officials in the Post-Office Department conceived the idea that the mails might be greatly facilitated in their transmission by having the labor of distribution, which was then being performed in certain offices called distributing post-offices (abbreviated "D. P. O.'s") done on board the mail cars while the mail was in transit. Prominent among those who believed in the practicability of such a system and who urged the experiment were the present Second and Third Assistant Postmasters-General.*

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*G. W. McClellan and A. N. Zevely.

It was finally agreed to call together a number of the most experienced and practiced post-office men in the country and have a consultation upon the subject. This meeting was held in the Post-Office Department about the middle of June, 1864, the result of which was that the Department determined upon the experiment. George B. Armstrong, then assistant postmaster at Chicago, and C. E. Wheeler, of the Cleveland post-office, were selected to superintend and put the experiment to the test—Mr. Armstrong upon certain railroad lines in the West and Mr. Wheeler in the East. Mr. Armstrong, however, was then the assistant postmaster at Chicago, and as the duties of that position required his whole time and constant attention, he asked for and obtained permission to employ a competent assistant. From my experience in postal affairs and knowledge of its working upon railroad lines, and because I was a believer in and advocate of the proposed new service, I was selected to assist him in the West. I entered upon the discharge of my duties about the 1st of July. Mr. Wheeler attended to the introduction of the service in the Eastern States in person.

The first line of railway postal service inaugurated and put in operation was upon the Iowa Division of the Chicago and Northwestern Railroad, between Chicago, Ill., and Clinton, Iowa, August 28, 1864.

The next line put in operation was the New York and Washington line, which was immediately followed by its introduction on the Chicago and Rock Island and the Chicago, Burlington and Quincy Railroads in the West, and on the Pennsylvania Central and New York and Erie Railroads in the East.

But it was a hard struggle for the system to live in the first few months, and, in fact, for the first two years after its introduction. The system was new, there were few who fully comprehended it or what was required. It was difficult to find competent men to perform the service; it was thought by many to be a very expensive experiment that could never be made to produce any results to correspond with the cost; it was an innovation upon old established customs, and it met with all sorts of opposition, both inside and outside of the Post-Office Department. In fact, the opposition was so strong upon more than one occasion that some of its best friends inside the Department were a number of times on the point of abandoning it as impracticable. But they would finally conclude to try it a little longer, until now it has come to be a living thing, and those who are conversant with its workings look upon it as one of the greatest improvements in the postal affairs of the country or the age.

You of course know what it is now doing to facilitate the transmission of the mails. You know that now wherever this service is introduced upon the railroads instead of mails being sent to a distributing post-office, and then, probably, distributed and sent to another distributing post-office for redistribution before they can be sent to their destination, they are now manipulated and distributed, pouched, and sent from one remote part of the country to another with the same rapidity that passengers can go. You know and can explain to your friend that whereas under the old system a letter would start from an interior town in the State of New York, and be sent, as a matter of necessity by the postmaster to the nearest distributing post-office for distribution, and then again as another matter of necessity sent to another distributing post-office nearest to the office of delivery, in each of which offices it must lose from twelve to twenty four hours, now under this system there is no detention, but each letter travels from Boston to the Missouri River, or from Bangor, Me., to New Orleans, with the same rapidity and certainty that you, or he, or I could go.

Another marked improvement in the service is the fact that all our mails, both through and way mails, are carried upon, and the mail service performed by, the fastest lightning express, and not of necessity by and on the slow accommodations formerly known as *mail* trains.

There is now in operation railway postal service in the United States on 7,345 miles of railroads, upon 1,003 miles of which double daily service is performed, or a total of 8,348 miles, requiring the employment of 269 postal clerks, whose salaries vary from $900 to $1,400 per annum.

There is now a continuous line starting from Portland via Boston, New York, and Washington to Weldon, N. C. Another from Boston, via Albany and Buffalo, to Toledo, Ohio, or from Boston, via New York and the Erie Railway, Dunkirk, &c., to Toledo, and when the link from Toledo to Chicago is in operation the chain will reach on to Omaha by one route, Saint Joseph by another, Iowa Falls by another, Green Bay by another, and Columbus, Ky., by another.

We have also in operation postal cars from Chattanooga to Memphis, and from Chattanooga to Atlanta. This takes up the immense amount of mail matter passing in that direction, distributes it, and sends it to every point of the great Southwest without detention. This is done by the great Northern cities, and the Northern postal routes, sending the mail for the Southwest directly to these postal routes for distribution and not to a local distributing post-office.

You also wished me to state particularly the changes and improvements that have been made in this service in the East since I took special charge of it. I will do so if I can without egotism or without taking credit to myself, which belongs in a great

measure to the Second Assistant Postmaster-General, to whose departmental Bureau this peculiar service is attached, and who has at all times given to it his enlarged, liberal, and intelligent co-operation; nor abstract from the well-earned credit of the heads of the various lines, and the very efficient corps of postal clerks whom it has been my good fortune to engage in the service, and to whom the Post-Office Department and the public are in a great degree indebted for this great improvement and the present efficiency of the mail service.

In October, 1866, Mr. Wheeler having left the service and Mr. Special Agent Waller, to whom had been assigned the duty of superintending the railway postal service in the East, being sick and unable to attend to his duties, I was ordered from the West to Washington to consult upon the subject, and if thought advisable to take the superintendence of the service.

When I arrived here, on the 1st of November, I found *three* lines in operation, none of them performing way but only through distribution service, and on the night trains only, consequently performing only half the service that they should perform. I found it very inefficient, even in what they were doing, and as had been feared and predicted, a very expensive experiment.

The Post-Office Department was then considering the propriety, if it could not be made productive of more good in comparison with the cost, of abandoning the service as a failure. However, upon my showing and upon my assurances that it could be made a success, it was determined to make one more effort for its permanent establishment.

On the 1st of November, 1866, I entered upon the discharge of the duties of superintendent of Railway Postal Service in the eastern division, which comprises all the territory east of Indiana and south of the Ohio River east of the Mississippi.

My first work was to bring order out of chaos and put the lines already established in working order and in such a shape as to obtain the utmost possible advantages and greatest amount of benefits out of the service. The New York and Washington and the Erie lines were at once reorganized and a double daily service commenced, and instead of only the through distribution being performed, wherever it was practicable the way service was also performed by the postal clerks, superseding the old slow mail trains and route-agent service, performing it upon the express trains, and giving to every town upon the line, or where mail passed over the line, all the advantages of the larger trains at the terminals of the routes. By this improvement every town supplied directly or indirectly with mail by a railroad upon which this service is introduced is brought by mail from twelve to forty-eight hours nearer the rest of the world.

There were in 1866 in the eastern division three single lines of postal service upon night lines only. Railway postal service is now established upon the following routes, viz: Portland to Boston, day and night; Boston to Saint Albans, day; Boston to New York, day and night; Boston to Albany, day; New York to Albany, day and night; Albany to Buffalo and Niagara Falls, day and night; New York via Erie Railway to Buffalo and Dunkirk, day and night; Buffalo to Toledo, day; New York to Washington, day and night; Philadelphia to Pittsburgh, day; Washington via Richmond to Weldon, N. C., day and night; Chattanooga to Memphis and Chattanooga to Atlanta, day.

In the West also this service is being rapidly extended and the benefits of it are now so generally conceded by those who are familiar with the subject that the people are in some localities beginning to demand its introduction, and the time is not many years distant when it will be considered as much a necessity for it upon all trunk railroads as is now conceived the necessity of carrying the mails upon railroads in lieu of the slower conveyances by stage.

Having, I believe, given you in the foregoing all that you desired, and perhaps more, I hope it will be satisfactory to you and your friend, and that it may tend to enlighten the public upon this important service.

I have the honor to be, very respectfully, &c.,

HARRISON PARK,
Supt. R. P. Service E. Div.

S. H. KNAPP, Esq.,
Superintendent of Mails, New York, N. Y.

Among the curiosities of this early correspondence might be cited the following:

Mr. Park addresses a letter to the superintendent of the Erie Railroad dated "Inspection division, November 5, 1867," inclosing a complaint from the head clerks on the day line of postal cars, as follows:

We have a complaint to make in regard to the way the express companies load the express end of the car. They load them so heavy that being all on one end and the

mail end light, the cars are positively unsafe to ride in, and one of the conductors told a railway postal clerk a few days since that he would not ride in a car loaded as that one was (the one in the train) for $50 per mile.

Mr. Park's ideas of organizing the service are set forth at some length in a letter to the Second Assistant Postmaster-General, dated October 17, 1867. (See Appendix L, Inclosures 49, 50, 51.)

It was under Mr. Park that for a time the system prevailed of having chief head clerks, so far as the eastern division is concerned. As further illustrating Mr. Park's ideas of organizing, one of the letters of appointment to the chief head clerk is also inserted in the Appendix. This letter was sent to every chief head clerk appointed.

Among the first men nominated to the office of "chief head clerk" (which was a purely honorary office, there being no additional pay for the extra duties imposed), we find the names of Charles H. Frank, chief head clerk of the line of postal cars between Buffalo, N. Y., and Toledo, Ohio; F. W. Ames, chief head clerk of the night line of postal cars between New York and Buffalo; W. F. Haradon, to be chief head clerk of the day line of postal cars between New York and Buffalo; Joseph W. Lewis, chief head clerk of the line between Philadelphia and Pittsburgh.

Some confusion seems to have arisen from the fact that the letters designating these men as chief head clerks contain the phrase, "to act as assistant superintendent," and in general this whole period, up to 1869, may be said to have been characterized by more or less confusion owing to the double headship of the service, and to the perplexities always attending the inauguration of any important improvement. Though one superintendent resided in the East, and one in the West, the East and West railway postal connections seem not to have been so complete as those of the North and South. Mr. Park, in a letter to Mr. Armstrong, after reciting that there is a perfect chain of route agents and postal clerk service between Boston and New Orleans, via New York, Washington, Chattanooga, &c., as late as October, 1867, expresses the hope that the same system may be adopted on one or two lines from the East to the West.

One of the most important letters contained in the letter-books of this period is what might be called the annual report of the Railway Mail Service, for 1867. Mr. Park addresses a letter to the Second Assistant Postmaster-General, dated November 6, 1867, giving a comparative statement showing the cost of the postal service, as compared with the cost of the mail service upon the same lines or routes under the ordinary manner as performed by route agents. The importance of this letter is seen in the fact that we find it incorporated bodily in the Annual Report of the Postmaster-General for 1867:

WASHINGTON, D. C., *November* 6, 1867.

SIR: At your request I herewith submit a statement of compensation *per annum* being paid to railway postal clerks in the United States on the first day of November, 1867.

In presenting this I deem it just that it should be a comparative statement, showing the present cost of this service as compared with the cost of the mail service upon the same lines or routes under the ordinary manner as performed by route agents.

There are now in operation in the United States eighteen railway postal routes, in the aggregate, extending over 4,455 miles, upon 879 miles of which twice daily service is being performed, or a total of 5,319 miles upon which railway postal cars are run and railway postal service performed daily each way.

There are employed in this service an aggregate of 160 men as head clerks and clerks at a cost of $187,900.

It would require to perform the same service by route agents in the ordinary way

eighty-six men at salaries of $1,080 per annum, the compensation now allowed to route agents on first-class routes, making the cost $92,880 per annum.

160 postal clerks	$187,900
86 route agents	92,880
Increased cost of postal clerks over route agents	95,020

But in making this statement it is proper and just that the reduction of clerical force in distributing post-offices and other large offices incident to the introduction of the railway postal service should be taken into consideration.

It is, however, impossible to give the exact number of clerks saved to those offices, but an estimate can be made which, I think, will approximate to the facts. It is certain that in the force in the Chicago, Cairo, Saint Joseph, Buffalo, Washington, Richmond, Memphis, and Chattanooga offices, there has been an aggregate reduction of thirty men, and I believe it is fair to state that without the railway postal service these same offices would, instead of decreasing their force, have increased by an addition of at least thirty, making the saving in clerical force in those offices certainly sixty men, which, at an average compensation of $1,000 per annum each, would save $60,000, thus reducing the balance against the railway postal service to about $35,000 per annum, as at present in operation and organized. The reduction of labor in the New York, Philadelphia, and Baltimore offices must, of course, be as much in proportion as the reduction of labor in the offices first mentioned, but as I have no data upon which to base a statement, we will be obliged to assume that as a fact.

But leaving out New York, Philadelphia, and Baltimore, and assuming the 5,000 miles of railway postal service is costing $35,000 per annum, or an average of $7 per mile over the ordinary or old route-agent service, and taking into consideration the fact that on all the mail passing over this 5,000 miles of postal service is being saved twelve, twenty-four, and often forty-eight hours in its transmission, the extra cost would seem to warrant its expenditure.

Respectfully, &c.,

H. PARK,
Special Agent Post-Office Department.

GEORGE WILLIAM MCLELLAN,
Second Assistant Postmaster-General.

In a letter dated March 19, 1868, Mr. Park says that the arrangements are completed for placing at the disposal of the Post-Office Department a day line of postal cars on what is known as the Shore Line between New York and Boston, and the service between these cities is arranged as follows: *Head clerks:* William H. Postley (chief), Charles Harper, E. E. Boyd. *Clerks:* L. Hempstead, J. H. Pomeroy, R. Curtis. *Assistant clerks:* George L. Bradbury, J. B. Backup, J. E. Bishop, and Hugh Daily. The night line via Providence: *Head clerks:* R. C. Jackson (chief), P. P. Warring, C. H. Stone, and J. G. Clark. *Clerks:* George H. Frisby, C. R. Burdick, A. B. Elsbree, T. C. Smith. *Assistant clerks:* E. P. Ames, R. G. Merrill, G. W. Burlingame, D. A. Holmes. Night line via Springfield: *Head clerks:* H. L. Champlin and E. W. Danforth. *Clerks:* T. R. Appleton, B. B. McNeil.

Mr. Park seems to have received special instructions from the Post-Office Department dated April 29, 1868, in which the Postmaster-General gave him the full and complete supervision of the railway postal service in the eastern division, in which his action was only to be subject to the approval or disapproval of the Post-Office Department. It was in consequence of these special instructions that the railway postal service on the routes between New York and Boston was reorganized.

June 1, 1868, Mr. R. C. Jackson was appointed chief head clerk on the line of postal cars between New York and Buffalo. The Postmaster-General also issued to him a commission as special agent of the Post-Office Department to facilitate the organization of the service on this line.

Mr. E. L. Champlin was promoted to chief head clerk on the New York and Boston route in place of Mr. Jackson. Such circulars and general orders as were issued at this time originated in the Washington office and were supplied to the western office.

Mr. Park, in transmitting a lot of circulars to Mr. Armstrong intended for head clerks and postmasters at large offices on the line or at the termini of railway postal routes, says:

> It is hoped that you will get them out and returns from them at as early a day as practicable.

As early in the history of the Railway Mail Service as 1868 the principle was clearly announced that positions in the service were entirely apart from political appointments, and the idea of a sudden change in the whole service, or an individual removal, for political reasons, was as foreign to the service as it must be destructive to its efficiency. One of the best sentences to be found in these earliest letter-books is the announcement of this principle by Mr. Park, in the following language:

> The postal clerks have come to be looked upon in a very different light than mere political appointments, and so long as they perform their duty faithfully to the public and abstain from making themselves obnoxious politically their positions will be secured to them.

In the latter part of 1868 the two superintendents show by their correspondence that they are hampered in the division of their work, and intimate that it would be necessary to make some other arrangement for the future. In a letter dated September 14 of that year in reply to one from Mr. Armstrong, Mr. Park says that he realizes the necessity for full and complete harmony of action between the superintendents of the Eastern and Western divisions, that the Railway Postal Service in the East and West may work as a unit for the benefit of the whole service. He says:

> It is important that the superintendents of the two great divisions understand fully what each is doing, that they are each fully advised of all general orders for distribution, pouching, exchanging, &c.

Mr. Armstrong's idea was that on every line in his division the superintendent should have a very close supervision of the work, and he seemed disposed not to adopt the system of chief head clerks in vogue in the Eastern division. In a word, he intended to unify the system and to centralize it, making the superintendent a superintendent in fact, while Mr. Park seemed disposed to distribute the responsibility amongst a series of assistants, one being assigned to each line. When the completer organization came, under Mr. Armstrong as General Superintendent in 1869, the arrangement of the whole country into several divisions, with an assistant superintendent in each, embodied all that was valuable in Mr. Park's suggestion. In justice to Mr. Park, his statement of his ideas will be found as set forth at length in a letter to Mr. Armstrong. (See Appendix *ut supra.*)

A letter dated November 12, 1868, addressed to all chief clerks of the Railway Postal Service, announces that it is the purpose of the Post-Office Department to introduce very soon a uniform system of labeling mail bags throughout the service, and to provide new and suitable labels for that object. A request is made of the chief clerks to furnish the Superintendent of the Railway Postal Service with an accurate list, alphabetically arranged, of all post-offices, railway postal routes, route agencies, &c., including exchanges on their lines for which they make up a dispatch, from which they receive lock pouches and newspaper bags.

At this time both the Eastern and Western superintendents seemed to be occupied in elaborating distribution schemes for all the States.

Mr. Park claims to have prepared the original of the first scheme of this kind that was ever published, printing it at his own expense, as it appears from his correspondence.

In August, 1870, the Postmaster-General appointed ten additional special agents at large on mail depredations, the chief being Mr. E. R. Petherbridge. The design of this increase in the number of special agents of this class was to add to the efficiency of the service in this direction, and to so far relieve post-office inspectors as to afford them ample time to give attention to all of their instructions.

In September, 1870, the entire route-agent service on the Northern Pacific Railroad was changed to conform to the railway post-office system, the temporary local agency at Ogden being abandoned, and most of the route agents being designated railway post-office clerks.

The first annual report of the superintendent of Railway Mail Service that was printed separately in the annual report of the Postmaster-General was in 1874. In 1875 no separate report appears in the annual report, the report of the Superintendent of Railway Mail Service being embodied in substance in the report of the Second-Assistant Postmaster-General. In 1876, and regularly since, there has appeared a report from the General Superintendent containing an ample statement of the operations of this branch of the postal service. On reference to the files of the Superintendent's office we find what is virtually the second annual report of the Superintendent of Railway Mail Service, dated October 18, 1870, the substance of which is contained in the annual report of the Postmaster-General.

We find in this period several letters of interest, one from the Postmaster-General to the president of the Reading Railroad dated May 16, 1864. This is an important letter, inasmuch as it would seem to show that the first experiments in railway distribution were made in the East, and not in the West, as has been claimed. The date assigned for the first experiment of distribution on the Chicago and Northwestern road, from Chicago to Clinton, is given by several authorities as August, 1864, the permanent arrangement going into effect in October. The following letter of the Postmaster-General shows conclusively that the first experiments in the East, between New York and Washington, were made prior to May 16, 1864, and that the permanent arrangement was already effected, or would be speedily put into operation. The letter is as follows:

POST-OFFICE DEPARTMENT, *May* 16, 1864.

SIR: I have to ask your co-operation in a postal reform which is of the first importance to the public, namely, the transfer to railway cars of much of the work now done in post-offices, whereby the delivery of the mails will be materially expedited. One car fitted up for this purpose has made three trips between New York and Washington, with the most satisfactory results. But as the time of night at which the train from Washington to New York passes around Philadelphia over a portion of the track of your road presents an obstacle to the regular trips of this post-office car, I have to request that you will cause said car to be taken every other night from the train which leaves Baltimore at 7.30 p. m. to the point of intersection with the New York road in time for the train leaving Kensington at 1 a. m.

It is presumed that this arrangement will not be required for more than a month, as other cars of this description, now being constructed, will be then completed, when a regular line of such cars will be formed, and the schedule for the through train by night from New York to Washington will be changed. I am aware that your existing arrangement with the New York and Washington lines was made with a view to the interests of the public rather than to your own. It has resulted in much good to the Government in its present time of need, and I trust you will appreciate the motives for this additional demand upon your services, and assist the Department in perfecting an important postal improvement.

I am, respectfully, your obedient servant,

M. BLAIR,
Postmaster-General.

CHARLES E. SMITH, Esq.,
President Reading Railroad, Philadelphia, Pa.

Four days later (May 20, 1864) the Postmaster-General recommended a clause to be added to the *bill to amend the postal laws*, providing that letters might be mailed at depots by the payment of 10 cents additional.

The first mention we have of Mr. George B. Armstrong in connection with the Railway Mail Service is in 1864, though it would appear from the letter of Mr. Johnson, already referred to, that Mr. Armstrong had received the first suggestions as to the matter from Mr. Burr, while yet a clerk in the General Post-Office. However that may be, in the summer of 1864, Mr. Armstrong addressed three letters to Mr. A. N. Zevely, then Third Assistant Postmaster-General. (*Vide* Appendix M.)

These letters from Mr. Armstrong to the Third Assistant Postmaster-General are dated Chicago, May 10, May 14, and June 10, respectively. The letter commissioning Mr. Armstrong to test by actual experiment the plans proposed in these letters, is dated July 1, 1864, and is as follows:

POST-OFFICE DEPARTMENT, *July* 1, 1864.

SIR: You are authorized to test by actual experiment, upon such railroad route or routes as you may select at Chicago, the plans proposed by you for simplifying the mail service. You will arrange with railroad companies to furnish suitable cars for traveling post-offices; designate "head offices," with their dependent offices; prepare forms of blanks and instructions for all such offices, and those on the railroad not "head offices;" also for the clerks of traveling post-offices.

To aid you in this work, you may select some suitable route agent, whose place can be supplied by a substitute, at the expense of this Department.

When your arrangements are complete, you will report them in full.

M. BLAIR,
Postmaster-General.

GEORGE B. ARMSTRONG,
Chicago, Ill

The report of the Postmaster-General for 1864, discussed fully the new scheme of railway post-offices. As this date marks an epoch in postal affairs, this section of the annual report is set down here without abbreviation.

For many years the regulations of this Department have required that every post-office should mail letters direct to every other office not on the route to any distributing office, and that all other letters should be mailed to the first distributing office on the route to their destination, involving considerable expense and delays in the transmission of the mails. This subject has been frequently referred to in the reports of this Department. Elaborate distribution schemes have been proposed to improve the existing system, which is still considered defective. The majority of letters are now subjected to delays, while the expense attending the work in twenty-two distributing post-offices, amounted, during the fourth quarter of 1864, to nearly $200,000, being at the rate of $800,000 per year, or about 62 per centum of the whole expense for clerk-hire in all offices. The mailing of all letters *direct* from one office to another, however situated, in so vast a territory as that embraced within the United Stases, is objectionable. The ordinary distributing port offices not meeting the necessities of the service, experiments have been commenced with railway or traveling post-offices. The requisite cars for the purpose are prepared for one daily line between Washington and New York, by means of clerks taken temporarily from the post-offices at Washington, Baltimore, Philadelphia, and New York, letters intended for distribution at either of those points are distributed in the cars, and so arranged that they can be dispatched without delay on connecting routes. Thus it is found that the transmission of letters is expedited from twelve to twenty-four hours, being the time usually lost in distributing offices.

Similar experiments have been made on the routes from Chicago, Ill., to Clinton, Davenport, and Dubuque, Iowa, with equally satisfactory results.

Attention has been given to the putting in operation the railway distribution to other prominent points, and the companies which have been asked to furnish the necessary car facilities have generally responded favorably. On the great Eastern and Western routes to Cleveland, as well as between Washington and New York, the size and importance of the mails and the amount of distribution to be done are such as to require accommodations to the extent of an entire car. West of Cleveland only a portion of a car will be used on each route.

In order to make the work of railway post-offices effectual a change in the mode of mailing letters is necessary. All offices cannot mail *direct*, neither can all mail to a railway office. The work will, therefore, be divided between head offices and route offices, the former being those which are the initial or terminal points of routes, and the latter those offices or stations on the direct line of a road from which there are no post-roads diverging. Additional clerks as well as superintendents and traveling postmasters will be required, for whom I recommend provision be made by law.

The introduction of the proposed scheme will necessarily be attended with difficulties, and must be accomplished gradually. The classification of offices alone will require time and labor, and for the present operations will be limited to a few principal railroad lines. Until the necessary classification is completed, and the railway distribution organized, it is anticipated that additional expenses will be involved; but it is hoped that the final effect will be to reduce the expenses connected with the present plan of distribution. Under the new law also, which took effect 1st of July last, all accounting for *paid* letters has been dispensed with, thus saving much labor heretofore required in mailing letters and in keeping accounts. The transcripts of mails sent and received under the old system at five of the principal offices amounted to 50,000 folios. The accounts from the same offices for the quarter ended September 30, during which changes were only partially introduced, show a saving in this respect of nearly 50 per cent. Thus in various ways the ordinary expenses of post-offices are expected to be diminished so as to compensate for the cost of railway distribution. But whether this result be fully attained or not, the expedition of mails will be insured. (Report Postmaster-General for 1864, pp. 14, 15.)

The same report says that there were in the service at that date 414 route agents and 105 baggage-masters in charge of through express mails.

Mr. Thomas Clark, superintendent of mails in the New York post-office, heartily co-operated with the Postmaster-General in the introduction of the new methods and bore much the same relation to the transportation of mails that a division superintendent of the Railway Mail Service does now. In fact, Mr. Clark was asked by Mr. Zevely at one time to take the superintendence of the entire matter of railway distribution. The first postal car on the New York and Erie Railroad was named "Thomas Clark," in honor of the man who devoted himself intelligently to the work and lost his life in the service.

ORGANIZATION.

By act of Congress approved March 3, 1865 (section 5) the Postmaster-General was authorized to appoint two additional special agents to superintend postal matters connected with the Railway Mail Service of the United States. From this it appears that the first organization of the service contemplated two co-ordinate superintendents.

Mr. George B. Armstrong and Mr. C. E. Wheeler were commissioned as special agents, under the above act, on December 20, 1864. On the same day Harrison Park was also commissioned special agent to assist Mr. Armstrong in Chicago. Shortly after the resignation of Mr. Wheeler, Mr. Park came to Washington to take charge of the Eastern division. During this inchoate period the record of the Railway Mail Service is very meager. The earliest letter in copy-book No. 1 is dated July 1, 1867, signed "H. Park, sp'l ag't, P. O. D." Some information has been gleaned from the files of the special agents' reports. In one letter Mr. C. E. Wheeler speaks of two division superintendents (himself and Mr. George B. Armstrong), whose territory was respectively all east and all west of the east boundary of the State of Indiana. Mr. Wheeler writes in December, 1864, that he has had a satisfactory interview with Postmaster Kelly, of New York, and his assistants, who all promise hearty co-operation in the new scheme about to be inaugurated. They have given him the men he wants on the New York and Washington route, and have consented to give up their carrier assortment on the cars. In the same communication to the Second Assistant Postmaster-General the sets or teams are given as follows:

1. A. Stoneall, head clerk, New York Central; James Meagher, New York and Erie; John Pedrick, Pennsylvania, New Jersey, and New York and Boston; W. H. Eder, assorter and bagging clerk.

2. Mr. Brennan, head clerk, New York and Erie; James R. Elliott, New York Central; E. L. Champlin, New York and Boston and Jersey; Mr. Fox, assorter and bagging clerk.

3. Samuel Talbot, head clerk, Pennsylvania, New Jersey, and New York and Erie; H. Pierson, New York Central; Mr. Rice, New York and Boston; Mr. Dornan, assorter and bagging clerk.

4. Mr. Houghton, head clerk, New York and Boston; Nicholas Keefe, Pennsylvania, New Jersey, and New York and Erie; Samuel Warren, New York Central; Mr. Farquher, assorter and bagging clerk.

Mr. Wheeler says:

> I propose to start them as thus arranged Sunday evening, January 1. * * * Stoneall, Meagher, Brennan, Elliott, Champlin, and Pierson might be assigned to New York for pay; Pedrick, Eder, Talbot, Keefe, and Dornan to Philadelphia; Houghton, Rice, Fox, Farquher, and Warren to Washington.
>
> These appointments will, of course, come from the Department, and in this case without any recommendations from postmasters, as will be the case on other routes.
>
> Mr. Kelly has given me a desk in the office (New York), and I shall be comfortably situated. Have just received a note from the New York and Erie folks.
>
> The cars are all ready.
>
> The New Jersey Railroad and Transportation Company and the Philadelphia, Wilmington and Baltimore Railroad should be instructed to build a car each.

Mr. Wheeler was succeeded by Mr. Harrison Park, and of his superintendence, in connection with Mr. Armstrong, up to 1869 we have given elsewhere as full an account as can be gathered. In the year 1869 we came upon the first outlines of the present system of divisions and division superintendents. Up to this time the superintendence of this branch of the service was performed by men designated and paid as special agents, but as Congress refused in the appropriation for 1869 to give more than $100,000 for special agents, the Department was compelled to reorganize this branch of the service so far as Railway Mail Service was concerned. The following scheme was the result, which was adopted to take effect July 1, 1869. Six divisions were created, as follows:

1. Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, and Connecticut.
2. New York, Pennsylvania, New Jersey, Delaware, Maryland, and the Eastern Shore of Virginia.
3. Virginia (excluding the Eastern Shore), North Carolina, South Carolina, Georgia, Florida, Alabama, and Mississippi.
4. Ohio, West Virginia, Michigan (excluding the upper peninsula), Indiana, Kentucky, and Tennessee.
5. Illinois, Iowa, Missouri, Arkansas, Minnesota, Wisconsin, and the upper peninsula of Michigan.
6. Embraces all that territory west of the ninety-sixth meridian and Louisiana.

In each of five of these divisions was assigned one special agent, with the designation of "Assistant Superintendent of Railway Mail Service," charged with the special supervision of the transportation of the mails.

Undoubtedly this arrangement of the country into divisions was a part of the first work done by Mr. Armstrong in his attempts to systematize the service. He had been made General Superintendent April 4, 1869, and continued in office until he resigned, May 3, 1871, when he was succeeded by Mr. George S. Bangs.

We find the first published notices of the postal system in the Annual Report of the Postmaster-General for 1867, where the Second Assistant Postmaster-General publishes a "railroad weight circular. (See Appendix N.)

Also in January, 1868, a circular was issued by the Second Assistant Postmaster-General on "through mails." (See Appendix P.)

This circular contains instructions, such as would now originate in the office of the General Superintendent, defining the routes of the through mails, calling the attention of all postmasters and special agents, railway post-office clerks, route agents, local agents, and others to the directions laid down, enjoining them to familiarize themselves with the same. There accompanied this circular a form of post bill, by the use of which a record is to be kept, showing the times of arrivals and departures of mails from the most important cities of the country, blanks being provided for the month, day, and hour. (See Appendix O.)

Again, in 1869, a circular issues from the Second Assistant Postmaster-General on the subject of mail transportation, through mails, &c.

In 1871 the whole territory of the United States was divided into five districts, as follows:

First division.—Superintendent's headquarters: Boston, Mass. Territory: Maine, New Hampshire, Vermont, Rhode Island, Connecticut, and Massachusetts.

Second division.—Superintendent's headquarters: New York. Territory: New York, New Jersey, Pennsylvania, Delaware, Maryland, Eastern Shore of Virginia, and West Virginia.

Third division.—Superintendent's headquarters: Chattanooga, Tenn. Territory: North Carolina, South Carolina, Georgia, Alabama, Tennessee, Kentucky, Mississippi, Louisiana, Texas, Florida, and Virginia, excluding the Eastern Shore.

Fourth division.—Superintendent's headquarters: Chicago, Ill. Territory: Illinois, Indiana, Iowa, Michigan, Missouri, Minnesota, Wisconsin, Kansas, Nebraska, New Mexico, Arkansas, Indian Territory, Dakota, Colorado, and Ohio.

Fifth division.—Superintendent's headquarters: San Francisco, Cal. Territory: California, Oregon, Idaho, Montana, Nevada, Utah, Washington, Arizona, and Wyoming.

To each of these five divisions an assistant superintendent of Railway Mail Service was assigned, who was designated as superintendent of the division. All the details of the service in the several divisions were referred to the several superintendents of the respective divisions.

After several years trial it was found that the great territorial extent and vast railroad mileage of some of these divisions made it almost impracticable for the superintendents to give that close personal supervision necessary to establish and maintain a perfect service.

Many of the lines of railway could not be visited at all, or only at wide intervals. In view of these facts, taken in connection with the increasing mails, the new post-offices establishing, and new railways building, a reorganization of the service was deemed absolutely necessary, and on recommendation of Mr. Bangs the Postmaster-General issued an order increasing the divisions from five to eight.

The order of the Postmaster-General reads as follows:

POST-OFFICE DEPARTMENT,
Washington, D. C., October 9, 1874.

Ordered, That from and after this date the officers in charge of the Railway Mail Service shall consist of one General Superintendent, one assistant superintendent, and eight superintendents, assigned to duty as hereinafter mentioned.

That the divisions of the Railway Mail Service shall be eight in number, each composed of the several States and Territories hereinafter stated. The superintendents named in this order are assigned to duty in such divisions, with headquarters at the points mentioned. The General Superintendent is directed to arrange all the details necessary to carry this order into effect and full force, subject to the approval of the Postmaster-General.

Office of General Superintendent of Railway Mail Service, Washington, D. C., George S. Bangs, General Superintendent; M. V. Bailey, chief clerk, and in charge of third division; T. N. Vail, assistant superintendent Railway Mail Service, in charge of schemes for general distribution, statistics, &c.

First division, comprising the New England States: Thomas P. Cheney, superintendent, Boston, Mass.

Second division, comprising New York, New Jersey, Pennsylvania, Delaware, and the Eastern Shore of Maryland: Roswell Hart, superintendent, New York, N. Y.

Third division, comprising Maryland (excluding the Eastern Shore), Virginia, West Virginia, and the District of Columbia: M. V. Bailey, superintendent, Washington, D. C.

Fourth division, comprising North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, and Louisiana: L. M. Terrell, superintendent, Atlanta, Ga.

Fifth division, comprising Ohio, Indiana, Kentucky, and Tennessee: C. Jay French, superintendent, Cincinnati, Ohio.

Sixth division, comprising Michigan, Wisconsin, Illinois, Iowa, Nebraska, Minnesota, and the Territories of Dakota and Wyoming: James E. White, superintendent, Chicago, Ill.

Seventh division, comprising Missouri, Kansas, Arkansas, Texas, and the Territories of Colorado, Indian, and New Mexico: W. L. Hunt, superintendent, Saint Louis, Mo.

Eighth division, comprising California, Nevada, Oregon, and the Territories of Alaska, Arizona, Idaho, Montana, Utah, and Washington: I. A. Amerman, superintendent, San Francisco, Cal.

MARSHALL JEWELL,
Postmaster-General.

Mr. Bangs resigned February 3, 1876, and on February 4 Mr. T. N. Vail, who had been assistant superintendent, was made General Superintendent.

By a general order of the Department, dated Washington, August 8,

1877, a ninth division was added to the list, and the organization constituted as follows:

Ordered, that the general supervision of the distribution of mails at post-offices, and of the service and employés of this Department on railroad and steamboat routes, be vested in officers acting under instructions from this Department, designated and assigned as follows:

Office of General Superintendent of Railway Mail Service, Washington, D. C., Theodore N. Vail, General Superintendent; M. V. Bailey, chief clerk and in charge of third division; John Jameson, assistant superintendent.

First division, comprising the New England States, Thomas P. Cheney, superintendent, Boston, Mass.

Second division, comprising New York, New Jersey, Pennsylvania, Delaware, and the Eastern Shore of Maryland, R. C. Jackson, superintendent, New York, N. Y.

Third division, comprising Maryland (excluding the Eastern Shore), Virginia, West Virginia, and the District of Columbia, M. V. Bailey, superintendent, Washington, D. C.

Fourth division, comprising North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, and Louisiana, L. M. Terrell, superintendent, Atlanta, Ga.

Fifth division, Comprising Ohio, Indiana, Kentucky, and Tennessee, C. Jay French, superintendent, Cincinnati, Ohio.

Sixth division, comprising Wisconsin, Illinois, Iowa, Nebraska, Minnesota, and upper peninsula of Michigan, and the Territories of Dakota and Wyoming, James E. White, superintendent, Chicago, Ill.

Seventh division, comprising Missouri, Kansas, Arkansas, Texas, Colorado, and the Territories of Indian and New Mexico, W. L. Hunt, superintendent, Saint Louis, Mo.

Eighth division, comprising California, Nevada, Oregon, and the Territories of Alaska, Arizona, Idaho, Montana, Utah, and Washington, H. J. McKusick, superintendent, San Francisco, Cal.

Ninth division, comprising the through mails via Buffalo, Suspension Bridge, Toledo, and Detroit, the lines of the Lake Shore and Michigan Southern Railroad, and the lower peninsula of Michigan, William B. Thompson, superintendent, Toledo, Ohio.

D. M. KEY,
Postmaster-General.

Up to this time the organization of Railway Mail Service was a matter of departmental regulation; but by an act of Congress of June 17, 1878, one agent was authorized to superintend postal railway service, and nine assistant superintendents of Railway Mail Service were authorized, who might be detailed to act as superintendents of divisions of Railway Mail Service; and in an act of Congress in the following year (March 3, 1879) this agent, before authorized to superintend the service, is designated as the "Superintendent of Railway Mail Service."

This may be taken as the end of the experimental period in the history of this service, and we enter now on a period of development which can best be traced out through the annual reports of the General Superintendent.

Previous to this time the General Superintendent was such merely by the designation of the Postmaster-General, and his status in the Department was simply that of a special agent, devoting himself particularly to the work of the Railway Mail Service, and known in the Department as General Superintendent, but not advanced to the dignity of presiding over a separate bureau established by Congress. Mr. Theodore N. Vail, who had been for some time acting in the capacity of General Superintendent of Railway Mail Service, by order of the Postmaster-General, was permanently appointed in pursuance of the act of Congress of June 17, 1878.

The Second Assistant Postmaster-General, in his report for 1878, approves the suggestion of Mr. Vail that the cumbersome and meaningless division of the employés in charge of the railway mails into classes known as mail-route messengers, route agents, clerks, head clerks, &c.,

be displaced by a simpler classification. But like all reforms, it required time before this important change was effected.

Mr. Vail tendered his resignation November 25, 1878, and Mr. William B. Thompson, of Michigan, was, December 1, 1878, appointed General Superintendent.

Under Mr. Thompson the complete reorganization of the Railway Mail Service was effected by the passage of an act at the first session of the Forty-seventh Congress. The Postmaster-General had recommended such reorganization, and it had been strenuously urged in each annual report of the General Superintendent for several successive years. Under this act of Congress, which was approved July 31, 1882, an order was issued by the Postmaster-General to carry the same into effect.

All former designations of employés of the railway mail service were declared obsolete, and but one term was thereafter to be used, viz, "railway postal clerk."

For the sake of further uniformity in the nomenclature of the service, all lines were to be called "railway post-offices." The postal clerks were subdivided into five classes, with salaries proportionally allotted up to $1,400, the clerk of the highest class in any crew to be designated the "clerk in charge."

Provision was also made for "helpers," for the service on steamboat lines, the transfer service, and other matters involved in the immediate and thorough reorganization of the whole railway post-office system, the full details of which will be found in the order of the Postmaster-General, Appendix A B. (*Vide* report Postmaster-General for 1882, p. 223.)

At the close of the fiscal year ending June 30, 1873, there were 752 railway post-office clerks in the service, who were classified as follows: 283 head clerks, 379 clerks, and 90 assistant clerks. During the year 1873–'74 there were added to the service 98 clerks, making the entire force to consist of 850 clerks at the time of the reorganization.

The act of Congress approved July 31, 1882, reorganizing the Railway Mail Service, directed that "persons in the Railway Mail Service known as railway post-office clerks, route agents, local agents, and mail-route messengers, shall, on and after the passage of this act, be designated as railway postal clerks, and be divided into five classes." Since that time, under the general designation, *railway postal clerks*, all employés of the railway post-office system are now included. But as reference is occasionally made (in documents, quotations, and elsewhere) to the old terms formerly in use, it may be best to insert at this point a brief explanation of these terms. At first those only were known as "railway post-office clerks" who performed the labor formerly devolving on the clerks in the several distributing post-offices of the United States. This labor consisted in separating the mails for different post-offices on their respective lines, and for other offices and railway lines with which they connect, so as to expedite their delivery by avoiding the delays heretofore incident to having such mails assorted in the distributing office nearest to the point of delivery.

By this plan mails are sent in bulk from the mailing offices to the postal clerks, who assort them in transit, put them up in packages for the offices of delivery, and bag them by the most direct route to the places of destination. The report of the General Superintendent for 1876, in further description of this class of clerks, says:

> The work he is called upon to perform is different in every respect from any other labor on railroads, requiring him, as it does, to be constantly on his feet while the train is in motion, "the time during which almost every other class of railroad employé is at rest." So that, in addition to his work as distributing clerk, which is of

itself sufficiently hard and tiresome when followed closely the day through, the exertion to maintain his perpendicular while the train is in motion intensifies the effect of continual jar upon the system; and experience shows that there are but few clerks who have been continually employed in this service for five years or over that do not feel very seriously the effect, and in many cases have been forced to abandon their occupation on account of breaking down.

The duties of "route agents" were described in the report of the General Superintendent for 1875 as differing from the duties of railway post-office clerks in that the route agents only assort packages of mail previously made up at mailing offices and by railway post-office clerks, passing them over in bags to messengers for delivery at the several post-offices on their respective lines. In the report of the following year it is intimated that the railway post-office service will displace to a great extent the work of the route agents. Mail-route messengers had their duties similar to and yet lighter than those of route agents proper. On short lines of railroad, and on parts of railroad in process of construction, it frequently happened that the amount of mails carried and the number of post-offices to be supplied were too great to be properly assorted and supplied in locked pouches, sent in charge of baggage-masters or other train employés, and yet too small to justify the employment of route agents at the compensation fixed by law. In such cases mail-route messengers were appointed, at salaries such as the Postmaster-General believed to be proper, depending on the length of the runs and the amount of labor to be performed.

Local agents were a class of men employed at railroad crossings and in the larger towns and cities to receive mails delivered by trains and assort them for connecting lines and for post-offices near by. Their compensation was not uniform. In many cases where the labor was light, station baggage-masters and other trustworthy depot hands were appointed as local agents, at nominal rates of pay, while in the larger towns and cities the labor was so great in some instances as to require the attendance, day and night, of a competent business man with a corps of efficient assistants.

At present the organization of the Railway Mail Service is as follows:

ORGANIZATION.

Postmaster-General, Frank Hatton, Iowa.
Second Assistant Postmaster-General, W. B. Thompson, Michigan.

The Railway Mail Service.

General Superintendent, John Jameson, Wisconsin.

First division, comprising the New England States, W. H. Bigelow, superintendent Boston, Mass.

Second division, comprising New York, New Jersey, Pennsylvania, Delaware, and the Eastern Shore of Maryland, R. C. Jackson, superintendent, New York, N. Y.

Third division, comprising Maryland (excluding the Eastern Shore), Virginia, West Virginia, North Carolina, and the District of Columbia, C. W. Vickery, superintendent, Washington, D. C.

Fourth division, comprising South Carolina, Georgia, Florida, Alabama, Mississippi, and Louisiana, L. M. Terrell, superintendent, Atlanta, Ga.

Fifth division, comprising Ohio, Indiana, Kentucky, and Tennessee, Alonzo Burt, superintendent, Cincinnati, Ohio.

Sixth division, comprising Wisconsin, Illinois, Iowa, Nebraska, Minnesota, and upper peninsula of Michigan, and the Territories of Dakota and Wyoming, James E. White, superintendent, Chicago, Ill.

Seventh division, comprising Missouri, Kansas, Arkansas, Texas, Colorado, and the Territories of Indian and New Mexico, Ernest W. Warfield, superintendent, Saint Louis, Mo.

Eighth division, comprising California, Nevada, Oregon, and the Territories of Alaska, Arizona, Idaho, Montana, Utah, and Washington, James L. Wilder, superintendent, San Francisco, Cal.

Ninth division, comprising the through mails via Buffalo, Suspension Bridge, Toledo, and Detroit, the lines of the Lake Shore and Michigan Southern Railroad and the lower peninsula of Michigan, W. G. Lovell, superintendent, Cleveland, Ohio.

"To this office are intrusted the distribution and dispatch of mails on all railroads and inland steamboat mail lines, the management of the postal-car service, and the general direction of the mail service on railroads and inland steamboats after that service has been contracted for or recognized under the law by the Postmaster-General, and the general direction of the distribution and dispatch of mails from all post-offices, and the instruction of postmasters in the regulations relating thereto."

FAST MAILS.

One of the most important steps forward in the history of the Railway Mail Service was taken in 1875, when the first fast mail service was commenced. Previous to this time the whole country had never been treated as a unit with respect to the transmission of mails. There was fast service on separate lines, but the value of it was neutralized by delays at connecting and terminal points. This disjointed condition of things was corrected by a new system, which consisted not so much in greatly increasing the speed of any one train as in connecting scattered links, thus making the speed of existing trains available, giving unity and life to what had before been disconnected and sluggish. As the beginning of this fast mail service was an event of great significance, marking one of the chief eras in the progress of the Railway Mail Service, a more detailed account of its inauguration will be appropriate at this point.

The General Superintendent of Railway Mail Service, Mr. Bangs, in his annual report for 1874, discusses the propriety of establishing a fast and exclusive mail train between New York and Chicago, claiming that the necessity for such a service was daily growing—"this train," quoting from the report, "to be under the control of the Department, so far as it is necessary for the purposes designed, and to run the distance in about twenty-four hours. It is conceded by railroad officials that this can be done. The importance of a line like this cannot be overestimated. It would reduce the actual time of the mail between the East and West from twelve to twenty-four hours. As it would necessarily be established upon one or more of the trunk lines, having an extended system of connections, its benefits would be in nowise confined, but extended to all parts of the country alike."

In consequence of this recommendation, and after negotiations with the various railroads were concluded, the first mail from New York to Chicago was determined upon. All the details were accurately carried out for the first experimental fast mail train to leave New York on Thursday morning, September 16, 1875, via the New York Central and Hudson River Railroad, a similar train leaving the Pennsylvania Railroad station on the same date. Every precaution was taken against a failure at any point of the programme. The details of the experiment were intrusted to the superintendent of the ninth division, W. B. Thompson. The General Superintendent, Mr. Bangs, and Mr. Thompson were promptly on hand to meet the gentlemen who had been invited to accompany the first train over the line. The party assembled at the Fifth Avenue Hotel, New York, during the night, whence they repaired to the New York Central depot at 3 o'clock in the morning. At that early hour the postal clerks detailed to accompany the train were on hand busily engaged in transferring a vast amount of mail matter from wagons to the cars. The invited guests on this trip, including those who joined the train at various points on the way, consisted of the following named gentlemen: Hon. Henry Wilson, Vice-President of the United States; Hon. Carl Schurz, H. G. Pearson, New York; Col. S. Frank Crockett, New York; Anthony Yeoman, superintendent of mails, New

York post office; S. H. Duncan, New York; R. O. Adams, Omaha; A. S. Dodd, New York; C. J. Jones and H. L. Bridgman, New York Tribune; George W. Fairman, postmaster, Philadelphia; W. P. West, Aurora, Ill.; Louis Stewart, Plano, Ill.; Henry Glassford, New York Times; J. C. Reed, editor New York Times; G. R. Scott, New York Witness; S. A. McKeeber, Frank Leslie's; J. S. Irving, New York Express; W. H. Guion, jr., New York; H. E. Shaft, New York Journal of Commerce; N. Schoss, New York Graphic, artist; E. D. Worcester, secretary New York Central and Hudson River Railroad, and treasurer Lake Shore and Michigan Southern Railway; J. Tillinghast, general superintendent New York Central and Hudson River Railroad; I. P. Chambers; J. F. Smythe, postmaster, Albany; J. H. Harper, Harper's Weekly; Z. C. Priest, superintendent New York Central Railroad; Hon. R. W. Hart; Hon. Samuel Wilder; Hon. H. D. Scranton; General J. T. Quimby; Hon. H. B. Payne; Hon. William Brigham; Mayor N. P. Payne; Judge Starkweather; J. W Carbon; Earll Bell; W. A. Hanford; David McLoskey; Charles Paine; general superintendent Lake Shore and Michigan Southern Railway; C. P. Leland, auditor, and Charles Collins, chief engineer Lake Shore and Michigan Southern Railway; General J. Condit Smith, and others, representatives of the press East and West.

The invited guests, with the attachés of the Post-Office Department and the various railroad officials, made a company of about one hundred persons on the train.

At Buffalo a palace-car was attached to the train, containing a full delegation of the prominent citizens of Cleveland and adjoining cities, among the number Hon. E. S. Cowles, of the Cleveland Leader, W. W. Armstrong, of the Plaindealer, and others.

Among the Chicagoans who went out to meet the train and returned with it were Mayor Colvin, John Aston, F. B. Bird, S. P. Brintwell, C. H. Carter, C. E. Cash, Col. Clark E. Carr, W. M. Collins, Dr. Lewis Dodge, General John McArthur, Capt. M. J. McGrath, J. H. Thompson, the Hon. J. D. Ward, Charles Walsh, and others, besides representatives of the press.

The Chicago Tribune of Saturday, September 18, 1875, contained nearly ten columns of closely printed matter descriptive of the train, the schedule, the men in charge of the scheme, the methods of distribution, and other items of public interest in connection with the first fast mail train from New York to Chicago, bringing the mails a distance of 900 miles in the unprecedented time of twenty-six hours.

On the New York Central road twenty new cars had been built for this fast mail service, the first installment of them having arrived at the Grand Central Depot a day or two before. Four postal cars and one elegant drawing-room coach composed the train. It was originally the intention of the railway officials to have but three postal cars upon the train, but the mail proved to be so much heavier than had been anticipated that it was found necessary to add a fourth car. These four cars were packed from floor to roof, and a number of newspaper packages were carried in the drawing-room car. There were received from the New York post-office 47 lock bags containing letters and 663 canvas bags filled with newspapers, besides about 50,000 newspapers that were sent by various journals, making a total weight of 33 tons.

As may be imagined, the postal clerks were compelled to work like beavers from the moment the train left the Grand Central Depot. In the forward car the letters were distributed as they were taken by catchers from the various stations on the route. In each car the distribution was constantly going on.

The reception and delivery of mail matter was under the direction of A. D. Sanford, who was assisted by clerks of the Railway Mail Service, who had been selected for their alacrity and efficiency. The names of these clerks, who accompanied the train as far as Syracuse, are as follows: B. B. Beardsley, J. J. Cox, P. Fredeurich, W. J. Guernsey, R. E. Halstead, J. F. Joesbury, C. H. Lyons.

About 150 sacks of mail from Boston and the East were taken on at Albany, under the special charge of Mr. T. P. Cheney, Superintendent of the Railway Mail Service, first division, and Mr. D. A. Holmes, superintendent of mails in the Boston office.

The utmost precautions had been taken that no accident should befall the first train. The most perfect appliances for speed and safety known to modern railroad practice were made use of on this experimental trip. The time schedule was arranged especially with this matter of absolute security in view. The train had the right of way, all other trains being required by special order to keep on the side tracks from fifteen to thirty minutes whenever this train was due.

Considering the importance of the movement, and the bearing this fast mail service has on the comfort and business of the whole country, a description of the cars then for the first time put in use ought to be put on permanent record. Such a description was published in full in the New York Graphic at the time of the inauguration of this service, and will be found in the Appendix in full. (Appendix T.)

This fast mail train made its last trip July 22, 1876. During the months from September 16, 1875, to July, 1876, this train never missed a single connection, and failed to arrive in Chicago on time in but three instances; and on its eastern trip arrived in New York on time every day, except in one instance, when the delay was due to causes over which the railway company had no control.

The mail, which then amounted to 30 or 40 tons daily, has gradually crept up in amount until now it will not fall much short of 60 tons, on a part of the New York and Chicago line.

Thus for the first time it was brought to pass that the time of a letter between New York and Chicago was not greater than the time consumed by passengers in traveling between the same points, or, as Postmaster-General Barry had long before quaintly expressed it, "The celerity of the mail should be equal to the most rapid transition of the traveler." (Report of Postmaster-General, 1834.) But just when this new piece of enterprise was fairly under way and was giving promise of great results to the service, a reduction of 10 per cent. was ordered by Congress July 12, 1876, and the effect of this legislation was to throw the service into temporary confusion. The railroads not only withdrew the fast mail which had been recently established, but some of the leading companies refused to restore the service to the same degree of efficiency which it had before the inauguration of the fast mail.

The report of the General Superintendent for the year 1876 refers to the fact that an exclusive postal-car train was started September 16, 1875, on the New York Central and Hudson River and Lake Shore and Michigan Southern Railroad, between New York and Chicago via Albany, Buffalo, Cleveland, and Toledo. Also that postal-car lines were started between New York, Saint Louis, and Cincinnati, over the Pennsylvania Railway and its connections via Philadelphia, Pittsburgh, Columbus, and Indianapolis.

The report avers that the inauguration of these trains, running at a high rate of speed, making connections at all important junctions with the regular trains to and from all parts of the country, advancing the

mails between the different sections from twelve to twenty-four and even forty-eight hours, was as important a step in the improvement of the interior mail system as the inauguration of the railway post-office service itself. The report on this subject concludes:

> It was established as an experiment, but so fully did it accomplish all that was expected, and so much more, that it is greatly to be deplored that it could not have been continued. Though withdrawn July 22, 1876, it was in operation sufficiently long to thoroughly establish itself in the confidence of the business public.

The report of the Postmaster-General for the same year, on the same subject, speaks of the serious embarrassments which have resulted from a discontinuance of these fast lines, this embarrassment being increased by the refusal of the railroad companies to re-establish the incomplete accommodations they had previously furnished, in consequence of which the mails are conveyed between the Atlantic sea-board and points in the West and Southwest with less dispatch, and with smaller facilities for distribution, than were provided before the inauguration of the fast mail system. On which the Postmaster-General justly says:

> To be thus compelled to go backward in the work of insuring speedy transmission and perfect delivery of the important business correspondence of the country is a source of mortification to all the officers of this Department whose duties are connected with mail transportation. Instead of retrograding the mail system ought to soon attain such perfection as to insure the transportation of letters and all other matter not too bulky from one important point to another within the time required to convey passengers between the same points over the speediest lines of communication.

In the annual report of a previous year the Postmaster-General had made mention of the inauguration of the fast mail lines showing that a new impetus had been given to the railway postal service and new facilities to the business of the country by the establishment of fast mail lines. (See report of Postmaster-General for 1875.)

The Postmaster-General had also sent a telegram of thanks to the president of the Pennsylvania Railroad Company, and to the President of the New York Central Railroad Company, for the facilities afforded the Department in connection with the fast mail trains. One of these telegrams reads as follows:

> Please accept the thanks of the Post-Office Department of the United States for the facilities you have given it this week. The accuracy, system, and speed with which you are now transferring our mails are, I think, unequaled anywhere in the world, and I believe it marks an epoch in our progress. I can already perceive and appreciate the advantages of rapid transportation by responses from our officials and the public, from the Atlantic to the Mississippi.

The withdrawal of the fast mail in July, 1876, occasioned much dissatisfaction and unfavorable comment on the part of the intelligent people of all communities, who had learned to appreciate its value.

We might fill many pages with extracts from the newspapers of that date, almost without exception agreeing that a very serious injury was done to the Railway Mail Service when this particular feature of it was discontinued.

Mr. Thompson, the superintendent of the first fast mail experiment, reported that in six months ending April 30, 1876, there were distributed 38,335,400 papers and 57,979,520 letters.

Mr. Vail, the General Superintendent, was mortified and disappointed at seeing all the labor that he had expended in establishing friendly relations between the Department and the railroads come to nothing. A reduction of the pay of special agents and also of the superintendents of Railway Mail Service in 1876 was also a source of embarrassment. The special agents have been described by the Postmaster-General himself as "my official eyes and fingers." The superintendents of Railway Mail

Service are required to be men of enlarged ideas, capable of knowing the needs of the country, and must be thoroughly acquainted with all postal matters. They deal directly with the leading railroad men; they have under their care all the work performed on more than 100,000 miles of railroad, comprising four thousand postal clerks and nearly one thousand railway post-office lines, handling or being responsible for nine-tenths of all the important correspondence of the country.

On July 12, 1876, General Superintendent Vail addressed a letter from Chicago to Hon. Hannibal Hamlin, United States Senate, giving an account of the Railway Mail Service from its origin, and explaining the reasons why the fast mails were withdrawn. In this letter Mr. Vail explains that the law of 1845 was framed in the infancy of railroad service when the mails were small. At that time all the mails were carried in bulk, stowed in the smallest possible space, accompanied by messengers who threw off and took on pouches at stations, but made no distribution, not even of the local mails, on the route. All distribution was made in the terminal offices or at distributing post-offices. In the course of time the messengers began to open the pouches on the cars and take out the mail for offices on the line, sending all mail that went beyond the route into the "head office," as it was called, or terminal office. With this change came the need for small apartments on the cars. As the law of 1845 made no mention of apartments, it evidently did not contemplate this kind of service. When short lines were combined under one management to form trunk lines, and trains began to be run in close connection with each other, enabling passengers to travel long distances without interruption, there resulted the anomaly that a letter would be two days in reaching a point that a traveler might reach in one day. To obviate this difficulty the railway post-office system was inaugurated, and a great increase in the amount of car space required was the result. The railway companies naturally objected to their pay as allowed by the law of 1845, which fixed the pay for carrying the mails in bulk. As showing the great increase in the space required, the letter of General Superintendent Vail sets forth that the linear car space on the Pennsylvania Railroad between New York and Philadelphia furnished daily each way in 1862, was 20 feet, and that in 1870 it was 120 feet; that is to say the weight of mails having doubled the space in which to handle them on the cars had increased tenfold, and the same was true of other lines. About this time the representatives of the trunk lines met in consultation and agreed that unless some relief was granted them by Congress the postal cars would be withdrawn. In 1873, therefore, the law under which the railroads are now paid was passed.

Whilst this law was an improvement on that of 1845, still the railroad companies claimed that too much stress was laid on weight and too little on space, and that their pay was still far from adequate. Notwithstanding this feeling the fast mail service as organized might have been maintained if the reduction of 10 per cent. had not been ordered to take effect just when the success of the fast mail had been fully demonstrated. In concluding this letter the General Superintendent says, respecting the fast mail service:

> It was hoped that it could be made an object to the railroads not only to continue it, but to improve it from time to time, as it was found possible to be improved. This was prevented in a great measure by the fact that the companies who undertook this gigantic scheme of running a train upon a schedule and with such perfect system as has never been approached in any country, found that, in their opinion, its expense exceeded its revenue, at least that, together with the fact that the compensation was reduced 10 per centum, led to the abandonment of this class of service.

The 10 per cent. reduction gave rise to what is known as the "special facility fund." When the 10 per cent. reduction was ordered both Mr. Scott, of the Pennsylvania Railroad, and Mr. Vanderbilt, of the New York Central Railroad, wrote to the Department refusing any longer to maintain the fast mail trains. [*Vide* Appendix U.]

The railroad companies rendering the most important postal service to the public, when they found that instead of receiving extra compensation, which they were expecting for the fast mail service, they were to be curtailed in pay, not only cut off the fast mail service itself, but lessened the accommodations that had previously been provided. To meet the exigency thus arising Congress, on the 3d day of March, 1877, appropriated the sum of $150,000, to be used by the Postmaster-General to obtain and meet special facilities on the trunk lines. This was the first appropriation for this specific object. The report of the General Superintendent for 1879 makes mention of the special fund placed at the disposal of the Postmaster-General as having proved of incalculable benefit to the service, securing additional facilities with greatly improved schedules.

In addition to the 10 per cent. reduction of July 12, 1876, there followed an additional reduction in the pay to all railroads (other than land grant) of 5 per cent. June 17, 1878, making a net reduction of 14.50 per cent. The report of the General Superintendent for 1880 recommends the continuance of this special facility fund so long as the laws governing the compensation for the transportation of mails on railroad routes remain unchanged. The amount was increased from $150,000 to $425,000, then $600,000; was reduced in 1883 to $185,000, and the following year was increased to $250,000, the appropriation for the present year.

If Congress should approve the scheme devised by the committee appointed to revise the rates of pay to railroads no appropriation for special facilities would any longer be necessary; but a failure to enact some such system of gauging the pay to railroads will make it necessary to have such a fund for the perfection of existing schemes. It is certain that the people, after once tasting the benefits of a fast mail service, will no more be content to return to the slower, disjointed methods formerly in vogue, than they would allow the stage coach to displace the railway. When opportunity has offered the Department has always made haste to improve the kind of service, using steam instead of stages. The obligation is equally imperative to improve the quality. It being true that a free people, governing themselves, must have intelligence, a rapid diffusion of ideas becomes only second in importance to the ideas themselves.

The Postmaster-General, in his report for 1875, makes mention of the inauguration of the fast mail lines, as follows:

During the last few months a new impetus has been given to the railway postal service, and new facilities to the business of the country, by the establishment of fast mail lines. Railway post-office cars, in connection with passenger trains, are now transported at a speed hitherto unattained in the service. Upon one of the largest lines has been placed a postal railway train under the entire control of the Post-Office Department, carrying no passengers. All these new post-office cars bear the seal of the United States and of the Post-Office Department. It is believed that at no distant day the business of the Department will be so great as to induce the railroad companies to run similar trains from New England to the Gulf and from the Atlantic to the Pacific.

Mr. R. C. Jackson, superintendent of the second division, in a letter published in the New York Times, November 30, 1875, in explanation of

the fast mail train service, gives a very succinct account of the proposed improvements through this service, the substance of which is as follows:

The advantages of the railway post-office service, as compared with the previous slow way-mail service, were mainly that the furnishing of accommodations for distribution on the faster trains, making through connections, rendered it possible for mails to travel as fast as passengers. But this design was largely hindered by the fact that the Department was often debarred from the use of the best trains by reason of their being so heavily loaded with accommodations for passenger travel, and the obstacles to a better order of affairs were increasing instead of diminishing.

The difficulty was apparent enough, but not so the remedy, for although the idea of separate trains for the mails was not entirely novel, it was viewed by most of those best informed as rather a possibility of the future than a probability of the present.

How this project, deemed so visionary and chimerical even by its well-wishers—and certainly not less so by prominent railroad officials—came to be a reality by the energy and perseverance of the General Superintendent of the Railway Mail Service, aided by the ready appreciation and hearty co-operation of the Postmaster-General, is now a familiar story, and what is here proposed is rather to explain what now exists.

At the outset only one train was contemplated or expected—at least to begin with—and that must be run upon a schedule in accordance with the views of the company granting it; must harmonize with as many connections as possible from ocean to ocean; must start at the latest moment that would land its mails in time to make the most important side and terminal connections; must, if possible, reach the largest cities at hours that would render the mails available for business purposes; must accomplish these results without curtailment of previously existing mail facilities, and, more important than all, must do these things without increased expense to the Department. That all these ends have been substantially obtained it is the object of this explanation to show.

Then follows a discussion of the relative merits of an evening or a morning fast mail train from New York, the preponderance of benefit being in favor of the morning train, for reasons cited in detail:

> The truth is, as may perhaps now be seen, that we can start over six hours later than our suppositious 10 p. m. train and deliver everything west of Cleveland as early as by the 10 o'clock train, take a large amount of mail beside (as from New England) which the 10 o'clock train could not get, and we can also take the New York morning papers, which, to say the least, ought not to be ignored; in short, the fast train starts from New York at the latest moment that will admit of its reaching Chicago the next morning in time for the first morning delivery there, and in time for the morning connections, and reaching Omaha in time to make the one daily connection from that point for everything west of it to the Pacific. And as for the holding of mails for this train, none are so held to their detriment, all through dispatches to large cities being maintained as before. It is only mail for the connected routes which is held, and that only that it may be worked to better advantage, it not being delayed for that purpose. It is merely doing with it as a passenger always does for himself, viz, travel on the latest train which will convey him to his destination at a given time.

Having dwelt so fully on the objections to which most weight has been attached, it must suffice to state that railroad companies are by law paid entirely by weight, and can therefore be remunerated for extraordinary service only by concentrating the great bulk of the heavy newspaper mails upon a route over which superior facilities are provided, and taking the weight from the lines which furnish inferior facilities or fail to make proper or regular connections, so that the total cost to the Department remains the same or nearly the same.

During the past year fast mail service has been very much improved, especially with regard to some of the trunk lines. The trains have been running through to Chicago at an average of about 35 miles an hour. In March, 1884, arrangements were made by which fast service was established on the Chicago, Burlington and Quincy Railroad, so that trains leaving Chicago at 3 a. m. arrive at Omaha about 7 p. m. of the same day. The Central and Union Pacific Companies have also changed their schedules, reducing the time between New York and San Francisco more than twenty-four hours. Arrangements were also made with the Chicago, Milwaukee and Saint Paul Railroad Company to run a fast mail train on a schedule that reduced the time between New York and Saint Paul one day. No increased compensation has been allowed by the Department for this fast service, but that it might be easy to maintain, an arrangement was made to mass all through mails on these respective lines, which gives them a much heavier mail, and in consequence greater compensation than would be given them if it was carried on several lines in slower trains. Mails are also received at Portland, Oreg., one day earlier by reason of this fast service. Through a large part of the State of Illinois these changes, together with a change in the schedule of the Illinois Central Railroad, have resulted in a service from six to eight hours earlier than was in effect previously. On several of these trains the mail is separated for city delivery and given to the carriers in their pouches at the depot and delivered immediately. The perfection of the fast mail system is a vast improvement over the old service, when the mail train was, as a rule, the slowest train on the line. Now the mails are carried on special trains that have the right of way, do not stop at way stations, are rarely behind time, and by means of the improved catchers mail is received and delivered without slacking speed, which makes the benefit apply to the smallest village as well as to the great centers. A record is kept in the office of the General Superintendent, so that it is known exactly what time is being made by the mail trains from day to day.

With the completion of the several routes to the Pacific coast, there must result a quickening of the time of the transcontinental mails. There is also an extension of the fast mail service on the Atlantic coast to Jacksonville, Fla., which practically completes the line of service from Halifax, on the east, to New Orleans, where there is connection with a system of trains for Mexico and San Francisco. The railroad has been completed to the city of Mexico, greatly increasing mail facilities with the Republic of Mexico.

This imperfect sketch of what has been done for the perfection of the Railway Mail Service shows what great results may be accomplished for the entire country by intelligent administration according to some consistent scheme, and that with a very little increase in annual compensation. The perfection of the service in future must be in great part through expedited trains on the several leading routes, making that expedition to be felt through all the chain of connecting lines, so that the time saved on one route shall be gained to the most distant points. In the language of the report of the General Superintendent for 1881, "It can be demonstrated from the annual reports of the Postmaster-General for the past twenty years, that fast mails and frequent service on railroads between important cities and through populous sections of the country are a source of revenue far greater than the outlay for such service."

The report of the committee, of which Mr. Elmer was chairman, re-

ferring to the custom of the English post-office of employing special trains at special rates, says:

By act of Parliament the postmaster-general of Great Britain has power to call upon any railway company to carry mails by trains run at such hours as he may direct, and at a speed not exceeding the speed of the company's first-class passenger trains, the stopping places and the duration of stoppages being also under his control. For services of this class, where the hours of departure and arrival, places of stoppage and speed, are placed under the control of the postmaster-general, high rates of payment are almost inevitable.

The mails now going out of the great cities are of such volume and weight that it might be desirable to arrange for a similar service upon our lines between the great centers, where the postal facilities should be of the highest order. The weight at this time is so great as to make it a cumbersome element in the composition of passenger trains, and yet is hardly sufficient to warrant the payment for trains run exclusively for its transportation.

The day is not far distant when such trains will be fully justified and actually necessary. At present the practicable thing is for the postal service, in connection with other items of transportation, to contribute its share in maintaining trains approaching as nearly as possible the same character of service.

ADJUSTMENT OF PAY.

When the railroad system was introduced the public had a very mistaken cenception in reference to its effect upon the cost of transportation.

In the matter of the mails, the first enactment, in 1838, provided that they should be carried by railroad "on reasonable terms, not paying therefor in any instance more than 25 per cent. over and above what similar transportation would cost in post-coaches." This was supplemented in 1839 by an act restricting the cost on any route to not exceed $300 per mile per annum.

In 1845 it was provided that the railroad routes, including those in which the service is partly by railroad and partly by steamboats, should be divided into three classes, according to the size of the mails, the speed with which they are conveyed, and the importance of the service, and the Postmaster-General was empowered to contract with any railroad company, either with or without advertising for such contract, pay being limited to $300 per mile for first class, $100 per mile for second class, and $50 per mile for third class. Under the act of 1845 the curious practice prevailed of inviting proposals by formal advertisement for carrying the mails on railroad routes. Why this course was pursued is not known, but it is supposed to have grown out of the long-established custom of inviting proposals, thus maintaining competition for service of every description. It was a useless operation, however, for there could be no competition on a railroad route. Under the act of March 3, 1873, the practice was abandoned. For twenty years the rates of pay were within the prescribed limits, wholly arbitrary, and subject to the varying judgment of officers of the Department. In 1867 Mr. James N. Davis, then principal clerk of the contract office, was selected to assign the roads to the different classes. To aid him in making a proper assignment of the roads, he caused the mails to be weighed, and all other accompanying elements to be ascertained and stated on each route. This was the first just analysis and arrangement of the service. It disclosed by most convincing facts that the arbitrary assignments which obtained for so many years were most unfair to all concerned, as will be seen by the following table:

Number of routes.	Pay per mile.	Weight carried per day.	
		Greatest.	Least.
		Pounds.	*Pounds.*
15	$200	19,183	367
27	150	7,384	287
20	145–103	3,600	30
71	100	7,000	71
51	75	2,048	40
108	50	6,488	12

That is to say, while one road received $200 per mile for carrying less than 400 pounds of mail, another road received the same amount for

carrying 20,000 pounds, or nearly six times the weight. The classification basis was superseded by the law of March 3, 1873, making the average weight of mails carried the whole length of the route with the accompaniment of space, speed, and frequency, the gauge of compensation, with additional allowances for railway post-office cars of length as follows: $25 for 40 feet; $30 for 45 feet; $40 for 50 feet, and $50 for 55 to 60 feet.

Mr. Davis continued as superintendent of railway classification until his death in 1877. During the decade 40,500 miles were added to the system, and the cost was increased from $3,812,600 to $9,053,936 per annum. The heaviest mail on any single route had increased from 20,000 pounds per day in 1867, to 69,000 pounds in 1877.

Isaac C. Slater, who was assistant from 1871, was appointed superintendent in 1877, and has directed the work since that time, seven years, during which a "division of railway adjustment" has been created, in which all business pertaining to the establishment of service, change of routes, ascertainment of the average weight of mails per day, and the adjustment of the rates of compensation, is conducted. In these seven years the mileage has increased from 74,546 miles in 1877, to 117,160 miles in 1884; and the cost from $9,053,936 in 1877, to $15,012,603 in 1884, while the heaviest mail on any one line has increased from 69,000 pounds in 1877, to 118,000 pounds per day in 1884.

In March, 1883, Congress authorized a commission to devise a new system of gauging the rates of pay. The Postmaster-General appointed on this commission three men familiar with postal affairs, and with all that had been attempted in dealing with this difficult subject heretofore. The commission consisted of Second Assistant Postmaster-General Richard A. Elmer, General Superintendent of Railway Mail Service W. B. Thompson, and the superintendent of adjustment of pay, Isaac C. Slater. This commission in a brief but thorough report set forth the defects of former methods and recommended a new basis of pay, involving the space used, frequency, and speed. No action has as yet been taken by Congress, though a bill is before the present Congress based on the recommendation of this commission. So important are the recommendations made at the conclusion of this report that they are given entire, together with the tables and charts showing relatively the miles of mail service by railway and rate of increase, also letters of several of the division superintendents bearing on the same subject. (*Vide* Appendix W.)

Hon. H. D. Money, chairman of the House Committee on the Post-Office and Post Roads, prepared and reported favorably the bill for the readjustment of compensation for mail transportation. This bill embodies the main features recommended by the committee referred to. Should it become a law, it will result in correcting inequalities; it will put the pay on a new and more just basis, and it will make the aggregate annual compensation less than the sum allowed by the present law.

RAILWAY POST-OFFICES IN OTHER COUNTRIES.

A brief reference to the relations that exist between the post-office and the railways in other countries will be of interest. In England there are no uniform rates of payment for mail service. The rate is a matter of mutual agreement, and agreement failing, it is settled by arbitration. The postmaster-general is empowered by act of Parliament to call upon any railroad company to carry the mails and any officers of the post-office at such hours as he may direct. He may also control the speed, provided it does not exceed the greatest speed of first-class trains, and he controls also the stopping places. For this special service high rates are paid. A whole train may also be appropriated exclusively by the officers of the post-office. For services on trains over which the postmaster-general has no control, moderate rates are paid by mutual agreement. The postmaster-general also has power to send a mail guard (postal clerk) with mail bags, not exceeding in weight the luggage allowed to any passenger, by any train other than a mail train, upon payment of the ordinary passenger fare. Arbitration is seldom resorted to, the Government having contracts with the principal railway companies. Eleven-twentieths of the whole postage on parcels carried in the mails by rail are set aside to form a fund, which is divided among the railway companies in proportions agreed upon. In all comparisons between the railway mail service in the United States and Great Britain, it must be borne in mind that the areas over which the distribution of mails is made in the two countries are to each other as one to thirty-five.

In France the railway companies must reserve two special compartments in a second-class carriage, or space equivalent thereto, in every regular train, carrying the mails and officers in charge of them free. Notices of change of schedules must be given a fortnight in advance. On the main lines a special daily train is at the disposal of the postmaster-general, the hours of departure, the speed, and stopping places all being under his direction. Any service beyond this must be paid for at rates to be agreed upon. The post-office department must construct and keep in repair the cars used in the service, except repairs to the wheels and trucks, which are made by the companies. The limit of weight allowed to each car is set down at 8 tons, and the limit of speed is 25 miles an hour, including stoppages. All companies are bound to convey, free of charge on all passenger trains, any officer of the department traveling on duty and having a regular commission signed by the postmaster-general.

In Germany the railway companies are bound to forward gratuitously one post-office car, at the request of the department, with each train regularly dispatched. Special trains cannot be demanded. For any service required beyond one car the post-office pays according to a rate fixed by the railway for the special service, the amount being based on the miles run and axles running. The cars necessary for the regular service are provided by the postal department, and in addition to this a charge is made by the companies for cleaning the cars and keeping them in

repair. If an officer of the post-office service is killed or injured when on duty on a railway line, and the railway company has paid any claims arising therefrom, the post-office department must reimburse the company, provided the death or injury was through no fault of the company.

In the Netherlands mails and officers of the post-office department are carried free.

In Russia mails are carried gratuitously on all passenger trains, but on other trains a small compensation is paid.

In Switzerland all letters and lighter parcels and officers in charge of the mails are conveyed free, the post-office department constructing and keeping in repair the cars.

In Spain mails and officers are carried free by ordinary trains, the post-office department constructing and keeping in repair the postal cars.

SUPERINTENDENTS' CONVENTIONS.

Mr. Theodore N. Vail, the General Superintendent, issued a call, October 18, 1877, for a meeting of the superintendents of the Railway Mail Service in the city of Washington, December 5, 1877. The objects of this convention, as set forth in the preliminary letter, were to secure the adoption of a uniform system of checking, which would insure the noting of all errors, and prevent any possibility of collusion among employés; the inauguration of a system of mail-bills or other records whereby failures to receive any mails will be instantly detected; and the adoption of a uniform system of conducting the details of the service in the various divisions.

The division superintendents were asked to prepare as complete a description of the modes of managing the service in their respective divisions as possible, for the purpose of comparing methods and exchanging views. (Letters calling first convention, Appendix V.)

An invitation was also extended to the superintendents of mails to be present and take part in this convention.

Pursuant to this call the following gentlemen assembled, December 5, 1877, in Room 24, Floor B, Post Office Department, Washington, D. C.: Theodore N. Vail, General Superintendent; John Jameson, Assistant General Superintendent; E. W. Alexander, Assistant Superintendent; Thomas P. Cheney, superintendent first division; R. C. Jackson, superintendent second division; M. V. Bailey, superintendent third division; L. M. Terrell, superintendent fourth division; C. Jay French, superintendent fifth division; James E. White, superintendent sixth division; W. L. Hunt, superintendent seventh division; H. J. McKusick, superintendent eighth division; William B. Thompson, superintendent ninth division.

Representatives from large post-offices: James T. Bingham, assistant postmaster, Philadelphia, Pa.; R. E. Boyd, chief clerk. Baltimore post-office; W. K. Emrich, superintendent of mails, Pittsburgh, Pa.; D. A. Holmes, superintendent of mails, Boston, Mass.; J. B. Harlow, superintendent of mails, Saint Louis, Mo.; H. O. Kennedy, superintendent of mails, Cleveland, Ohio; M. J. McGrath, superintendent of mails, Chicago, Ill.; H. G. Pearson, assistant postmaster, New York City, N. Y.; L. Spaeth, superintendent of mails, Cincinnati, Ohio.

Mr. T. P. Cheney was elected chairman, Mr. W. L. Hunt, secretary, and Mr. George W. Dease, phonographer.

This convention discussed various subjects connected with the Railway Mail Service, and took action on a number of points calculated to improve the character of the service. Messrs. Thompson, Hunt, and French, committee on "facing slips," made a detailed report, as follows:

All employés of the Railway Mail Service will conform to the following instructions:

SECTION 1. Upon all letter packages for distribution facing slips must be used bearing, in addition to the address of the package, the post-mark of the route, with the date of *commencement* of the run, the name of the employé making up the same, and the direction moving.

SEC. 2. The slip must be of the regulation size furnished by the Department, the address to be written across the top, and the name of the employé making the same

on the lower left-hand corner, and the impression of the post-marking stamp and the direction moving made on the lower right-hand corner.

SEC. 3. Slips double the size of those prescribed for packages of letters and folded to correspond, excepting that the word "paper" must be written or printed across the center, must be placed in each sack of newspaper mail.

SEC. 4. Each employé opening such package or sack will note upon the reverse side of the slip accompanying the same each and every error found in the distribution, giving the name of the post-office and State, and the *county* where it is included in the superscription, adding thereto his full name and the post-mark of his route.

SEC. 5. All slips upon which errors are noted must be returned inclosed in the trip report at the end of the trip to the superintendent of the division in which the receiving route is located.

SEC. 6. All slips covering packages of letters, and those received in sacks of newspapers in which no errors are found, must be returned at the end of the run outward and inward. In all cases letter and paper slips must be kept separate.

SEC. 7. When packages of letters are missent to a line, the employé receiving them must redistribute them, stamp each letter contained in the package and the slip covering the same "missent," and in addition must give on the reverse side of the slip information as to the pouch in which the package was found, adding thereto his full name and the post-mark of his route.

SEC. 8. Facing slips will not be used in direct packages, except in special cases when ordered by superintendents of Railway Mail Service or superintendents of mails.

SEC. 9. When packages of letters or sacks of papers are misaddressed the facing slip should be returned with the fact noted.

SEC. 10. Until otherwise ordered the slip placed in a sack of newspaper mail must be firmly tied *over the address* on some piece of mail in each sack.

SEC. 11. If a package of letters or a sack of newspaper mail is received without a slip, the employé receiving the same will prepare a slip to which he will affix his name and the imprint of his post-marking stamp, and enter upon the same a sufficient number of post-marks or other information to indicate where the package or sack originated.

SEC. 12. In making report of the number of sacks of newspaper mail distributed, count according to the number of labels.

SEC. 13. The instructions where they do not specially relate to employés in the Railway Mail Service must be observed in all post-offices.

At this convention it was determined to count bags of paper mail by labels irrespective of the number of pieces contained in each, and that the general superintendents, from information derived by actual count and averaging, should determine how many pieces should be considered as constituting a bag of mail according to labels.

At one point in its proceedings the convention adjourned to the office of Mr. H. L. Johnson, clerk in charge of mail equipment division, to examine all the devices and patents having reference to the Railway Mail Service. A new form of trip report was recommended to the General Superintendent for exclusive use throughout the country.

It was also recommended that the letter and paper facing slips be of a different color, for the purpose of readily distinguishing them from each other, and that some bright color be adopted for the paper slips.

An elaborate paper was read by the secretary, at the request of the chair, urging the adoption of a uniform system of phonography in the Railway Mail Service.

A committee was appointed to draft rules and regulations governing case examinations, which reported at length through Superintendent White. These regulations are substantially as in force at the present time. (*Vide* Appendix X.)

The convention suggested a reduction in the number of sizes of the lock pouches.

Mr. Hubbard, chairman of the commission on railway mail transportation, and Mr. D. B. Parker, chief special agent of the Post-Office Department, were introduced to the convention, and gave their opinions on subjects with which they were specially connected, as they bore on the general interests of the Railway Mail Service. A uniform system of blanks best adapted to the service was recommended.

A new form of registry envelope was recommended.

Suitable action was taken in memory of the Hon. George S. Bangs, formerly General Superintendent of the Railway Mail Service, who died November 17, 1877.

The following is the minute made at that convention:

> Superintendent Jackson moved that the committee, consisting of H. G. Pearson, Thomas P. Cheney, and W. L. Hunt, appointed at Chicago, Ill., to draft a series of resolutions upon the death of the Hon. George S. Bangs, be requested to report at this time.

Other conventions have been held from time to time, in all of which the needs of the country as a whole have been considered, with respect to the railway service.

Of one of these conferences a leading New York journal justly remarked:

> As a body of men representing about the best fruits of a good civil service, the gathering was interesting and instructive. Not a man among them ever achieved eminent success in politics, and there was not one who did not owe his position to a knowledge of his business. At least eight out of the ten began in the lowest grade of the postal service and worked up. (New York Tribune, July 19, 1877.)

CITY SEPARATION.

This feature of the Railway Mail Service was suggested very early in its history, but no practical results were ever attained until quite recently. The first clerks who were put upon the railway post-office lines were in most cases taken from the terminal city offices, and being familiar with the city delivery, they were able, so far as time allowed, to prepare their mails for city distribution.

When Mr. Harrison Park was superintendent of the eastern division, in a communication to the Second Assistant Postmaster-General, dated December 9, 1867, he reports the inauguration of two lines of postal cars between Boston and New York, and adds:

> It is proposed that the postmasters at New York and Boston shall send out from their offices with each postal car one or more assorting clerks to go to the meeting points on the line, and return with the incoming train, whose duty it will be to separate the letters and other mail for *delivery* in those cities into sections for the delivery windows in those offices and for the various carriers, thereby transferring that labor from those offices to the postal cars, and saving some hours of time in the delivery of that mail.

In the earliest correspondence on the subject of railway post-offices will be found a letter from Mr. A. N. Zevely, dated October, 1864, in which he states that it was thought desirable to provide for some arrangement in the cars for letters for the New York City delivery. He also says that experiments have been made to this end and were measurably successful, resulting in the delivery of letters several hours earlier than usual. An attempt was also made to distribute box letters, though Mr. Zevely recommended that this be discontinued as of little practical importance. One reason given in this letter why it was desirable to add these features to the railway post office distribution was in order to popularize the carrier system "in opposition to the boxes, according to the settled policy of the Department." The whole matter was referred to the postmaster at New York City, to be continued or discontinued according to his discretion. Nothing practical resulted from these earliest attempts at city separation in connection with the railway post-office system. It required all the force to do the ordinary work of distribution.

The first mention of any general and systematic attempt in the way of city separation is found in the annual report of the General Superintendent for 1883. The experiment had been begun during the preceding year. By this new system letters arriving in New York are not subject to the delay incident to going through the general office, but are distributed ready for instant dispatch to the several stations. Thus letters arriving on the early morning trains are delivered by the first carrier delivery to nearly the entire business portion of New York City south of the Harlem River.

A letter posted late at night in Boston is delivered in New York next morning by the carrier's first delivery, and *vice versa*. This is a feature of the service that will be developed as rapidly as possible. It obviates the delay of all such mails as arrive a few minutes before the departure of the carriers on their next delivery. Favorable reports from New

York, Boston, Philadelphia, and other cities where the system has been tried, show that it has given great satisfaction, and has very materially reduced the number of complaints of delayed letters.

In the first seven months of this experiment on the Boston, Springfield and New York railway post-office (night line) nearly 5,000,000 letters were distributed for the Boston city delivery, and in the year ending June 30, 1884, over 14,000,000 letters were distributed in the ninth division for New York delivery. This branch of the service will show still further improvement. It is subordinate to the main purpose of the Railway Mail Service, belonging rather to the duties of the city offices, and can only be adopted in so far as it does not interfere with the general work of distribution.

A reference to the statement of separation of mail for city delivery, contained in the Appendix Y, will show that in practice this has been the rule of the railway office. For example, the large amount of Washington mail reported as unworked for city distribution by the Baltimore and Grafton railway post-office was due to want of sufficient force to make the distribution, the line having more work than it could do before being required to distribute Washington City mail. Again, Philadelphia mail was undistributed because the mail for New York was given the preference. Again, a double delayed mail and short force prevented city separation. Again, United States Treasury letters containing checks for interest on Government bonds, so swelled the usual mails that it was impossible to work any city letters for Philadelphia delivery.

In his last annual report as General Superintendent of Railway Mail Service Mr. Thompson says:

> The city mail for Saint Paul, Minn., is separated on the fast mail for carriers' delivery before arrival, and the mail is given to the carriers in their pouches at the depot, and delivered in nearly the entire business portion of the city before 4 p. m. This is the first office that has received its city mail at the depot and commenced the delivery at once without the delay necessary to go through the city post-office. The mail for Minneapolis, Minn., is also assorted on the cars, and the carriers begin the delivery immediately upon the arrival of the train.

This feature of the service will no doubt be extended as rapidly and as widely as the force employed will allow, and must greatly tend to the popularity of the Railway Mail Service.

CIVIL SERVICE.

The Railway Mail Service affords one of the best exhibitions of practical civil service. While reformers have been theorizing this Department has been reducing the matter to practice, and as a result there is presented to the public an organized force of nearly four thousand men governed from first to last by the most rigid civil service rules that could be devised. It is due to Mr. George S. Bangs to say that he inaugurated the civil service methods which have been extended and applied during the past twelve years. The system has been adopted in many of the larger post-offices, and the great efficiency of the present railway service is in a large measure due to this system, the chief features of which have been fully set forth in the annual reports in late years. In concluding his annual report for 1881 the General Superintendent declares it as his conviction that no civil service in the world can show the superiors of those engaged in the Railway Mail Service for the intelligence, zeal, fidelity, and energy with which they discharged their difficult, responsible, and often dangerous duties. In the same annual report, as well as in the report for the year 1883, and also in the report for 1884, there will be found strong arguments in favor of the permanency of this branch of the postal service, and an appeal to Congress to enact a law that shall make the tenure of office permanent during good behavior. Other civil employés receive higher salaries for mere clerical work requiring no special preparatory study. The maximum pay of a railway post-office clerk is $1,400 per annum. The service has attained its present efficiency largely from the fact that for twelve years the tenure of office of all postal clerks has been permanent during good behavior and fidelity. Undoubtedly the public interests would suffer if this policy should be abandoned and a good record for faithful discharge of duty would not be sufficient to secure retention in office. The act of Congress reorganizing the service was the first step in this direction. That act requires to be supplemented by legislation which will secure the postal clerks in their positions during good behavior, making removal to be only for one of the following causes: Inattention to or neglect of duty, incapacity, intemperance, disobedience of official instructions, or conduct unbecoming a gentleman.

As the case distribution is a leading feature in the determination of the standing of the postal clerk it becomes one of the best gauges by which to apply civil service rules. A word concerning this card-case system is necessary. The card-case is the post-office world in miniature. At the office of the division superintendents there is fitted up a letter case, the boxes and pigeon-holes of which are labeled with the names of the various railway post-offices and post-offices. These cases are labeled in a manner similar to the postal car in daily use. It was of this case that Superintendent Bangs made the traditional general order, "keep the card-cases hot." Here are represented all the railway connecting lines, the railway post-offices, towns, and States with which the postal clerks must be familiar. It is thegeography of the country reduced to postal needs. Cards are cut and fit easily into the pigeon-holes, and upon them are written names of every post-office, railway post-office, and post-offices contiguous to the

line on which the clerk is running. The clerks are required to make distribution of these cards according to the official schemes which fix the destination of all mail. These schemes are not referred to during the distribution, and the clerks are required to depend upon their memory alone. It will be seen at a glance that this is an examination in matter and method directly in a line with the work required of the person examined. It is not open to the ridicule which might be leveled against examining a man in the differential calculus for a position as copyist. These examinations are frequent enough to make a continuous record of efficiency. In short the system has become a thoroughly practical civil service, and in addition to this there is a system of checks in operation by which a division superintendent can tell the number of errors each clerk in his division makes in every month. These checks are in daily operation in all railway postal cars. Every clerk, therefore, has a double record at headquarters, first, as to his knowledge of the entire scheme of distribution, and second, of his daily practical application of it.

It will readily be seen that in the working out of this system there is room for the play of the doctrine of the "survival of the fittest," and it has been the boast of the service up to the present time that all promotions have been made in harmony with civil service rules, always taking into account the standing of the clerks. The Postmaster-General in his last annual report (1884) has made a strong, concise argument on this subject, which deserves to be quoted without abbreviation:

> There are at the present time about four thousand clerks in the Railway Mail Service, many of them having been so employed a great number of years. The amount of special study that these clerks have devoted to the duties of their office would have made them proficient in almost any of the professions of life.
>
> In the very nature of the case, the places of these skilled clerks, who have made their work a life study, cannot be filled with new appointees without great detriment to the service. The injustice to the men themselves might be left out of the question, but the system by which they have fitted themselves for their posts, and the maintenance of a good service, demand that this branch of the postal service be continued in the line of its present successful development.
>
> As experienced clerks are absolutely indispensable to an efficient service, it could not do other than work confusion and delay to the whole mail system of the country if the present force should be set aside and new and inexperienced men be put in their places. About 30 per cent. of all clerks appointed fail to pass satisfactory examinations, and are retired. It will thus be seen that a far greater number of clerks have been appointed than are now in the service; but by this sifting process the Department has secured the most active and efficient clerks. And I venture to say that no more worthy, competent, and efficient corps of men can be found in any branch of the Government service.
>
> During the past twelve years not a single clerk has been removed without good cause, and that cause has been incompetency, intemperance, or neglect of duty. By such means the clerks have, in great measure, felt secure in their tenure, and have devoted themselves with all energy to the best interests of the service. And, as the retention of the present force of postal clerks is essential to the integrity of the mail service—if the tenure of this class of employés cannot be made secure under the civil service law now on the statute books—I would recommend that Congress enact a law whereby railway postal clerks shall be secure in their positions, and be liable to removal only for one of the following causes, viz, incapacity for the duties of the office, disobedience of official instructions, inattention to or neglect of duty, intemperance, or conduct unbecoming a gentleman. Through such permanency the present method would be complete, and, with this safeguard thrown around them, the postal clerks would feel that they could give up all thought of other employment and devote all of their active life to the perfection of this branch of the public service, which now presents a good illustration of practical civil service, and needs only permanency to perfect it.
>
> For years promotions have been made on merit alone. All the officers have worked their way up from the lowest grade to their present positions, so that each and every man holds his situation by reason of his competency and thorough knowledge of the service.

Reports are regularly made to the division superintendents of errors made in the distribution and forwarding of mails by each clerk, including the following points: Number of incorrect slips; number of errors; number of letter packages missent; number of pouches missent; number of letter packages misdirected; number of pouches misdirected; number of canvas bags misdirected; number of registered packages missent; number of errors checked against other employés, and number of trips run; showing at a glance the standing of any clerk for efficiency and accuracy.

A CHAPTER OF ACCIDENTS.

One of the strongest arguments in favor of doing justice to the railway postal clerk might be deduced from the dangers incident to his calling. Indeed in looking over the list of casualties annually reported by the General Superintendent, seeing that for the past year seven clerks were killed, twenty-eight seriously wounded, and sixty slightly wounded, the casualties numbering one hundred and fifty-four, one wonders that men engaged in such work should desire permanence. At first sight it might appear that the percentage of seven killed out of four thousand clerks was so small that it was a matter of indifference, but this is to be taken into consideration, that with slight changes incident to accident, death and removal for cause, the corps of clerks remains the same through a given period of years. Therefore, to obtain the true percentage of danger we must take into consideration a longer period of time. Comparing then, for eight years, as far back as any complete record can be found, we get the total number of casualties as five hundred and thirty-seven; twenty-five killed, one hundred and forty-seven seriously wounded, and one hundred and seventy-nine slightly wounded. The roll of clerks during these eight years averages three thousand, which makes one killed to every one hundred and twenty in the service, or taking the killed and wounded, amounting to three hundred and fifty-one, we find that on this basis the chances of a clerk's falling into this list of killed and wounded are as one to ten. (See Appendix Z.)

In the light of these figures we do not wonder that from the beginning the General Superintendents have made a strong appeal in favor of a pension list, as both justice and humanity seem to demand it. Certainly men who in discharge of their duty pass through daily exposure to such dangers have something due them when they have been rendered incapable of service.

Beginning with 1876, under General Superintendent Vail, we find mention made of the particular dangers incident to the work of postal clerks. In 1877 a remedy is suggested which is, pay for a certain period for all killed in the service and a pension for all injured, to be in proportion to their injuries and the length of time they may be incapacitated for the performance of duty. The General Superintendent adds: "It is hardly possible that any other argument than the list of casualties following is needed to impress Congress with the justice of this." Then follows a list of accidents, occupying three pages, which has been succeeded by a similar list of horrors in every year up to the present, but without avail as yet, so far as any action of Congress is concerned.

In 1881 the General Superintendent recommends that the Postmaster-General be authorized to pay to the widow or guardian of the minor children of men killed in this service the salary of the deceased, such payment not to continue longer than two years. He also recommends that men disabled in the service be continued on full pay until recovery, not to exceed one year. In 1882 we find that by an order of the Postmaster-General leave of absence with pay is granted to postal clerks

disabled by injuries received through no negligence of their own while in the discharge of their duties for a period not to exceed six months. Any extension of leave beyond that period must be without pay. The report of the General Superintendent for 1882 renews the recommendation made year by year for seven years that the Postmaster-General be authorized to pay to the widow or guardian of minor children of railway postal clerks killed in the service a sum equal to two years' salary of the grade held at the time of death, and also recommends that these payments be made out of the deductions from pay for failure to perform service, absence without leave, &c.

The last annual report of the General Superintendent contains fourteen closely printed pages of details of these accidents, in which the clerks are described as "considerably bruised," "slightly injured," "painfully injured," "miraculously escaped," "severely bruised about the head and back," "right hand crushed," "thrown the whole length of his car," "fatally injured," "severely cut and bruised, also injured about the spine;" "thrown several rods from his car by the force of the collision, severely bruising his face and chest and badly lacerating his left arm. He also received injuries to his spine, from the effects of which he was compelled to leave the service;" "extricated with difficulty from the ruins, so badly crushed as to be unrecognizable;" "postal clerk succeeded in escaping from his mail apartment while in the river, to some timbers of the bridge, floating with them 1½ miles down the river, where he was rescued;" "caught in the wreck and burned to death;" "seriously injured, but made their escape through one of the side windows;" "left shoulder was dislocated, and was cut over left eye and on left cheek, badly cut about the face and neck by hooks in the paper rack;" "received injuries which resulted in his death next morning;" "looked out of his car preparatory to delivering mail, and was struck on the head by a freight car on a siding and instantly killed;" "while transferring the mail from his car at Stockbridge, N. J., was thrown from the door by a sudden lurch of the car, and striking on his head, his neck was broken, killing him instantly;" "fatally injured and died on the 2d of December, following."

Justice will never be done this class of faithful servants of the Government until the civil service methods, hitherto in practice in the Department, are sanctioned and made permanent by Congress, supplemented by some provision for those killed or disabled whilst in the discharge of their duties.

It should perhaps be added that a bill has been introduced in the House of Representatives authorizing the Postmaster-General to pay to the widow or guardian of the minor child or children of any railway postal clerk who shall be killed while in the discharge of his official duties a sum equal to one year's salary. As showing the need of some such provision it may be mentioned that the postal clerks have in operation a mutual benefit association which affords relief in case of death, but this is expensive and partial in its workings.

THE FUTURE OF THE RAILWAY MAIL SERVICE.

As a fitting close to this outline of the past history of the Railway Mail Service, we naturally turn to the questions that concern its future development.

The statistician can tell with comparative accuracy the approximate population of the country for any decade in the next hundred years of our history; he can foretell, taking the past fifty years as a basis on which to estimate, the probable number of miles of railway that will be built, and the rate of increase on any particular line of the nation's progress, for the next half century.

It is morally certain, for instance, that the year 1900, should there be no serious interruption to the national development, will see a mail service on more than 150,000 miles of railway, over which shall be transported the correspondence of not less than eighty millions of people.

If we are to keep pace with this growth in intelligence; if the next generation is to be a reading people, a people of commerce and communication of ideas (as doubtless it will be to an extent even exceeding this generation), it is mathematically certain that over some parts of this vast railway system there will pass daily a mail approximating 100 tons in weight, with a corresponding increase in volume on all trunk and lateral lines.

The question for the Department simply becomes: Shall we go on to develop our Railway Mail Service in extent and efficiency, so as not to be overwhelmed by what is as sure to come as the year 1900 itself?

The question for the legislator is: Shall this agent, so useful in the development of the nation, be recognized and fostered as, more than any other one influence, the secret of the growth of the country in wealth, population, intelligence, and material comfort?

One thing is certain, we might as well expect to see the material progress of the country held in check, or the population kept stationary, as to look for the Railway Mail Service to be maintained at any fixed and final point as to the extent of the service performed, the number of its employés, its annual cost or general efficiency.

APPENDICES.

Appendix A.

FIRST ANNUAL REPORT OF THE POSTMASTER-GENERAL.

General Post Office
New York December 9, 1789.

Sir:—As the meeting of the Congress of the United States is near at hand, it becomes my Duty to state the situation of the Post-Office, in order that if any defects shall be found in the present system, the Supreme Executive may make such representation of the same, as the importance of the business may require.

I have employed as much of my time, as could be spared from the necessary and current transactions of the Office, in examining into the nature of the business, and the Defects of the system.—And beg leave to submit the following observations for consideration.

If the views of the Legislature should be to raise a Revenue from the Post Office, in order to aid and support the General Goverment, the Defects of the present regulations of the Post Office are many, and may easily be pointed out.

If there should be no view of raising a permanent and sure Revenue, yet for the purpose of establishing more confidence, and security in the Post Office Department, in the minds of those that may be interested in it, many alterations will be found essentially necessary.

These alterations cannot all be pointed out by me, from mature consideration; for I find the business is more extensive and various, than I had expected; and that it will require some months Practice and Experience, to obtain adequate and just Ideas of it.

The two following articles, upon the present regulation, operate very powerfully against the Revenue.

Any person may receive carry and deliver inland Letters and Dispatches; and is subject to no Penalty, if it is done without hire or reward.

All Masters of Ships and Vessels, and passengers in them, may bring letters to the United States, and are not obliged to carry them to a Post Office, nor are they subjected to a penalty, if the Letters are brought without hire or reward.

The subsequent alterations may be found necessary for greater security in the Post Office, whether Revenue be, or be not an object.

A more accurate and particular description of Offences and frauds, that may be committed by any person employed in any way or manner whatever in the Department; and penalties proportioned to the injuries that may happen from the committing such Offences, or being guilty of such frauds.

In this way there will be brought into view, such offences as may be committed by the Postmaster General, and those employed in his office.

The Deputy Postmaster and such as they employ.

The Contractors for carrying the Mail and their agents and Servants.

Many Offences may be pointed out, that probably never have been committed in the United States; but the opportunity to commit them is great, and the injury may be irreparable, as property to a very great amount is frequently conveyed by the mails: It therefore appears to me that it would only be exercising a due Degree of caution and prudence, to guard against them by defining the Crimes, and affixing to them such penalties as would be most likely to deter from and prevent the actual committing of them.—If afterwards they should be committed, the injured person would have the satisfaction of knowing that the Laws of the Country extended to him as much Protection and Security, as he can reasonably expect.

It is not necessary to detail all the Crimes and frauds that may be committed in the Post Office Department; If the Legislature should proceed to a new arrangement of it, they will readily occur in an examination into the nature of the business.

The Duties of the Postmaster General at present seem to be as follows—To keep an office at the place where Congress may hold their sessions—To obey such orders and instructions as he may from time to time receive from the President of the United States—To appoint Deputy Postmasters, and instruct them in their Duty in conformity to the acts of Congress—To receive and examine their accounts and Vouchers, and draw out of their Hands Quarterly, the Balances due the United States; To render to the Treasury annually an account of the Receipts and expenditures for examination, and allowance: And to pay over the Surplus Monies—To provide by Contract, and otherwise, when Contracts cannot be made, for carrying the Mail; and to pay the necessary expences thereof—To establish and open new Post Offices, and new Post Roads, whenever and wherever they may be found necessary, and in general, to superintend the Department, and to be accountable for it, in the various duties assigned to it, except the carrying of the Mail.

On any Breach of Oath the Postmaster General on due conviction, forfeits to the United States one thousand Dollars.

It is further ordered, how often he shall cause the Mail to be carried Weekly; and that he shall advertise for proposals for carrying the Mail.

On the accountability of the Postmaster General, I beg leave to observe, that no man can, however great his Industry, however Sagacious and cautious he may be in his appointments, without subjecting himself to a certain loss, be answerable for the conduct of his Deputies.—The calculation of loss being certain in case of Responsibility, if he has not a salary sufficient to compensate such Loss, he must transact the business and keep the account in a manner that the Treasury shall not be able to Charge him with any more Money than he chooses to be Charged with; which has in fact been the case, I believe ever since the Revolution. Or he may hold the Office until he shall find he cannot preserve his Reputation and Credit, and then if he is an honest man he will resign.

The number of times that the mails shall be carried weekly; the advertising for Proposals for carrying the mail; and the establishing new Post Offices, and new Post Roads, appear to me to be matters that should remain in the Direction of the supreme Executive.—Very great Embarrassments ensue when business is pointed out in detail and there

is no Power at hand that can alter that detail, however necessary the alteration may be.—

Suitable Penalties should be required of the Postmaster General, in case he neglects or refuses to render true and Just accounts of the Receipts and expenditures, & to pay over the Moneys to the Treasury, that may be over and above the annual expenditures, at such periods, as may be required of him.

In some regulations of foreign Post Offices, that I have attended to, it does not appear that the Postmaster General has an Office separate from one, in which common and ordinary business is done.—There may be some reasons given why it should be so. The minutiæ of the common business, is important.—Those who are most likely to be immediately acquainted with any irregularities are they who have the receiving and Delivering of the Mail.—When the Postmaster General keeps a separate Office many of these irregularities escape his notice—or never come to his knowledge.

But these remarks would apply more forcibly if there were in the United States, one City of so much consequence as to have nine-Tenths of all the business Center in it. As this is not the case; many Irregularities may take place, and the Postmaster General whether in an Office or not, where the Mail is received and delivered will never be acquainted with them.

I found the General Post-Office not blended with one, in which common and ordinary business is done; and it remains in the same situation.

Let the regulations of the Post Office be calculated in the best possible manner to draw business into it, yet the Revenue will be greater or less in proportion to the rates of Postage.—The rates at present have reference to two kinds of Letters—Inland Letters, and Letters that pass and repass by Sea. According to what I am informed, is the true construction of the Ordinance of Congress that imposes the Rates; every single Ship Letter, bro't to a post-Office ought to be charged, in the first instance, with $\frac{24}{90}$ of a Dollar, and if it is forwarded by land, the usual rates of travelling Letters, ought to be added to the same. But in the manner the business has been transacted, these Letters have been a burthen and expence to the General Post Office.

Letters may come from beyond Sea to the United States, in their own Packets, when established in foreign Packets, and in private Ships or Vessels: So far as I have been able to find out the regulations of other Nations; the rates of Postage are the same, or nearly so, on Ship Letters, let them come in any of the before mentioned ways.—The British Postmaster General is subject to a heavy Penalty if he sends any letters in Ships not navigated according to Law.

The Letters that come to the United States by Sea, are very numerous; and may be made a source of considerable Revenue, under proper Regulations.

With respect to inland Letters, the Prohibition against receiving and carrying them will be of little consequence unless it extends to all persons, who may receive and carry Letters, with or without hire and reward; and proper penalties be annexed to enforce a due observance of it. Some few exceptions may be necessary, where masters of Vessels carry letters respecting the merchandize under their immediate care. Letters sent by Friends or special messengers, or by common known Carriers if there be such in the United States.

Regulations may probably be found necessary respecting Bye or Way Letters: embezzling or destroying Letters, on which the Postage has

been paid. Detaining or opening letters—secreting, embezzling, destroying and stealing any valuable papers out of any letters.—Against the Carrier of the mail, in case they neglect or desert it, or loiter on the road. To oblige Ferrymen to set the Mail across in all possible cases, in a given time.

To recover small Debts due to and from the Postmasters, in a summary way.

These are some of the principals that may be found necessary to be introduced into the Regulations of the Post Office, and no doubt many others may suggest themselves to the wisdom of the Legislature.

The Privilege of Franking Letters is claimed, in some instances where it is supposed the present regulations do not extend it. In doubtful cases I have taken the advice of Council, and have conducted agreeably thereto. It will be found necessary to make alterations with respect to franking Letters.

The Secretary of the Treasury having lately requested my Opinion, as to what might probably be the Surplus Revenue in the Post Office Department upon its present establishment, or any one that might be substituted in the place thereof, I take the liberty of enclosing my answer to him, which contains all that I can say respecting the same, until I shall have better Documents for forming estimates.

I have

The honor to be &c.

[SAM'L OSGOOD, P. M. G'l.]

GEORGE WASHINGTON Esquire,
President of the United States.

APPENDIX B.

AN ACT to establish certain post-routes and to discontinue others.

SEC. 2. *And be it further enacted*, That each and every railroad within the limits of the United States, which now is, or hereafter may be, made and completed, shall be a post-route; and the Postmaster-General shall cause the mail to be transported thereon, provided he can have it done upon reasonable terms, and not paying therefor, in any instance, more than twenty-five per centum over and above what similar transportation would cost in post-coaches.

Approved July 7, 1838.

AN ACT further to regulate the transportation of the mail upon railroads.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster-General shall not, by virtue of the authority vested in him by the second section of the "Act to establish certain post-routes and discontinue others," approved July 7, 1838, allow more than three hundred dollars per mile, per annum, to any railroad company in the United States, for the conveyance of one or more daily mails upon their roads: *Provided*, That nothing in this act contained shall be construed so as in any way to remove or impair the limitation upon the power of the Postmaster-General imposed by that section.

Approved January 25, 1839.

JOINT RESOLUTION authorizing the Postmaster-General of the United States to contract with railroad companies in certain cases without advertising for proposals therefor.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster-General be, and he hereby is, authorized to make and enter into contracts with any railroad company for the transportation of the mail, without advertising for bids on such railroads, as now required by law.

Approved February 20, 1845.

AN ACT to provide for the transportation of the mail between the United States and foreign countries, and for other purposes.

* * * * * * *

SEC. 19. *And be it further enacted*, That to insure, as far as may be practicable, an equal and just rate of compensation, according to the service performed in the United States, for the transportation of the mail, it shall be the duty of the Postmaster-General to arrange and divide the railroad routes, including those in which the service is partly by railroad and partly by steamboats, into three classes, according to the size of the mails, the speed with which they are conveyed, and the importance of the service; and it shall be lawful for him to contract for conveying the mail with any such railroad company, either with or without advertising for such contract: *Provided*, That, for the conveyance of the mail on any railroad of the first class he shall not pay a higher rate of compensation than is now allowed by law; nor for carrying the mail on any railroad of the second class a greater compensation than $100 per mile per annum; nor for carrying the mail on any railroad of the third class a greater compensation than $50 per mile per annum. And in case the Postmaster-General shall not be able to conclude a contract for carrying the mail on any of such railroad routes at a compensation not exceeding the aforesaid maximum rates, or for what he may deem a reasonable and fair compensation for the service to be performed, it shall be lawful for him to separate the letter mail from the residue of the mail, and to contract, either with or without advertising, for conveying the letter mail over such route, by horse express or otherwise, at the greatest speed that can reasonably be obtained, and also to contract for carrying over such route the residue of the mail, in wagons or otherwise, at a slower rate of speed: *Provided*, That if one-half of the service on any railroad is required to be performed in the night season, it shall be lawful for the Postmaster-General to pay 25 per cent. in addition to the aforesaid maximum rates of allowance: *And provided further*, That if it shall be found necessary to convey over any railroad route more than two mails daily, it shall be lawful for the Postmaster-General to pay such additional compensation as he may think just and reasonable, having reference to the service performed and the maximum rate of allowance established by this act.

Approved March 3, 1845.

AN ACT making appropriations for the service of the Post-Office Department for the year ending June thirtieth, eighteen hundred and seventy-four.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, * * * and that, commencing with the first day of July, eighteen hundred and seventy-three, letter-carriers may be employed for the free delivery of mail matter as frequently as the public convenience may require at every place containing a population of not less than twenty thousand within the delivery of its post-office; * * * *Provided*, That the Postmaster-General be, and he is hereby, authorized and directed to readjust the compensation hereafter to be paid for the transportation of mails on railroad routes upon the conditions and at the rates hereinafter mentioned, to wit: That the the mails shall be conveyed with due frequency and speed; that sufficient and suitable room, fixtures, and furniture, in a car or apartment properly lighted and warmed, shall be provided for route agents to accompany and distribute the mails; and that the pay per mile per annum shall not exceed the following rates, namely: On routes carrying their whole length an average weight of mails per day of two hundred pounds, fifty dollars; five hundred pounds, seventy-five dollars; one thousand pounds, one hundred dollars; one thousand five hundred pounds, one hundred and twenty-five dollars; two thousand pounds, one hundred and fifty dollars; three thousand five hundred pounds, one hundred and seventy-five dollars; five thousand pounds, two hundred dollars, and twenty-five dollars additional for every additional two thousand pounds, the average weight to be ascertained, in every case, by the actual weighing of the mails for such a number of successive working days, not less than thirty at such times, after June thirtieth, eighteen hundred and seventy-three, and not less frequently than once in every four years, and the result to be stated and verified in such form and manner as the Postmaster-General may direct: *Provided also*, That in case any railroad company now furnishing railway post-office cars shall refuse to provide such cars such company shall not be entitled to any increase of compensation under any provision of this act: *Provided further*, That additional pay may be allowed for every line comprising a daily trip each way of railway post-office cars, at a rate not exceeding twenty-five dollars per mile per annum for cars forty feet in length, and thirty dollars per mile per annum for forty-five feet cars; and forty dollars per mile per annum for fifty-feet cars, and fifty dollars per mile per annum for fifty-five to sixty-feet cars: *And provided also*, That the length of cars required for such post-office railway-car service shall be determined by the Post-Office

Department, and all such cars shall be properly fitted up, furnished, warmed, and lighted for the accommodation of clerks to accompany and distribute the mails: *And provided further*, That so much of section two hundred and sixty-five of the act approved June eighth, eighteen hundred and seventy-two, entitled "An act to revise, consolidate, and amend the statutes relating to the Post-Office Department," as provides that "the Postmaster-General may allow any railroad company with whom he may contract for the carrying of the United States mail, and who furnish railway post-office cars for the transportation of the mail, such additional compensation beyond that now allowed by law as he may think fit, not exceeding, however, fifty per centum of the said rates," be, and the same is hereby repealed.

SEC. 3. * * * *Provided*, That all laws and parts of laws permitting the transmission by mail of any free matter whatever be, and the same are hereby, repealed from and after June thirtieth, eighteen hundred and seventy-three.

Approved March 3, 1873.

APPENDIX C.

RAILROAD DOCUMENTS.

POST-OFFICE DEPARTMENT,
October 31, 1835.

SIR: It is important to the business of the country, and essential to the interests of the Post-Office Department, that the public mails should be transported by the most speedy means of conveyance which modern improvements afford. To give them the utmost practicable degree of usefulness, they should travel on all the main routes by night and by day, stopping only at the most important offices, and there only long enough to be exchanged, leaving it to the ordinary mails to supply other offices on the main as well as the diverging and less important routes.

By liberal arrangements with the railroad companies these objects may, within a short period, be accomplished on the great line running from Washington through Baltimore and Philadelphia to New York, and probably to Boston.

That the railroad companies have an interest in carrying travelers through with all possible expedition is abundantly evident to every man who has witnessed the increase of travel within the last few years and contemplated its success.

No people appreciate more highly economy in time than the people of the United States. In general, when they start on a journey, they hurry to its end in the shortest possible time, without regard to the dangers and discomforts which may await them in traveling. By existing arrangements between Washington and North travelers are obliged to stop in the large cities, where their tavern bills bear a large proportion to the entire expense of transportation. If they had the means of passing onward, and saving these heavy bills, as well as the time lost while incurring them, multitudes would travel who now are not able to afford it, and the receipts of the railroad companies would probably be doubled.

The time now occupied in traveling from Washington to Baltimore is about two hours and a half. We are informed that by the 1st of November, 1836, a railroad will be completed from Philadelphia to Baltimore, upon which the mails may run through in five hours, allowing one hour for change of mails, &c., in Baltimore, and the mail may then go through to Philadelphia from Washington in less than nine hours. When the continuous railroad communication through New Jersey shall be completed, it may run through to New York in six hours, which, allowing an hour's delay in Philadelphia, will give a mail from Washington to New York in eighteen hours.

If the means of conveyance through New Jersey shall remain as at present, it may be carried through in nineteen or at most twenty hours. Through Long Island Sound, from New York to Providence, it may now be carried with much regularity in sixteen hours, and two hours and a half more will bring it to Boston by the Boston and Providence Railroad. Allowing one hour's delay in New York and half an hour in Providence, and we have a mail carried from Washington to Boston, a distance of five hundred and thirty-six miles, in about forty hours.

By liberal arrangement with the several companies in possession of the means of communication upon that line this object might now be accomplished in forty-two hours; and as soon as we have an uninterrupted chain of railroad between the principal cities the time may be greatly reduced. It is unquestionably the interest of the Department to prefer contracting with those companies which can furnish uninterrupted railroad land transportation; for in that case the inconvenience, irregularity, and expense of shifting from one line to another upon the change of weather and seasons would be avoided. You are, therefore, requested to wait upon the president and other managers of the Bal-

timore and Ohio Railroad Company and apprise them of the earnest desire of the Department to make an arrangement with them for the transportation of the principal mail between Washington and Baltimore, on terms which shall be satisfactory to all parties and promise to be permanent. You will press upon them the idea, which is undoubtedly justified by all reasoning and experience, that their own interest is deeply involved in giving to the mails and to travelers the promptest possible conveyance between the two cities, and promise them that the stage lines run by contractors of the Department, and terminating in the two cities, shall be made to connect with their line of cars at the most convenient hours of departure. The specific propositions to be made by you must be left very much to your discretion. The following suggestions, however, may be found useful.

If the railroad company will agree to run a train of cars at such hours as may accommodate and expedite the mail, it is the desire of the Department to impose as little responsibility upon them as possible. If they will inclose in a strong and substantial manner a portion of their baggage car, or some other car, to be devoted exclusively to the mails, the Department will cause them to be placed in it at one depot and taken out at the other, without requiring any thing from the company in the way of service or responsibility but to haul it from the one to the other. In that event, it would be proposed that a strong lock should be placed on the apartment, to which only the postmasters at Washington and Baltimore should have keys, so that the mail should not be accessible to any one between the two depots.

Or the Department will furnish a strong fire-proof box or chest, so constructed that it may be readily transferred from a wagon to a car prepared for the purpose, into which the entire mails shall be put and locked up at one post-office, not to be molested or opened between the two cities, which shall be delivered and received at the depots of the road, without any service or responsibility on the part of the company beyond the transportation from one depot to the other. Or if wheels can be constructed which can be used alike upon the railroad and the street of the cities, respectively, then the Department will furnish an entire car containing the mails, to be delivered at one depot and received at the other, asking nothing of the company but to haul it from the one to the other.

You will ascertain for what additional charge they will undertake themselves to transport this box or car between the post-offices and their depots; pressing this arrangement as the one which would be most acceptable to the Department.

You will earnestly press upon them the immense importance to the entire business of the country of having the mails on the main routes of which their road constitutes a part travel by night as well as by day, as already suggested; and if they cannot be induced, without a compensation which the Department cannot afford to pay, to run a night line, then you are instructed to solicit from them, for the Department, the privilege of putting on the road a locomotive for the sole purpose of conveying the mail, with a suitable guard. It is believed that the importance of the object will induce the public-spirited men who manage this concern to permit the Government, for a suitable consideration, to use their road for a purpose so useful to their fellow-citizens, at hours when they may not think proper to use it themselves.

It is not deemed necessary to press upon them any supposed rights which the Government may have to use railroads owned by private companies for public purposes, allowing such compensation as may be fixed in a way to be pointed out by Congress.

Yet it may be useful to call their attention to that point. The Constitution confers on Congress the power "to establish post-offices and post-roads."

So far as it respects roads, this delegation of power has been construed to mean that Congress may designate the roads on which the mails shall be carried. To this construction the practice of the Government has hitherto conformed. Congress have designated the roads on which mails shall be carried, embracing State roads, county roads, township roads, streets of cities, and turnpike roads belonging to private companies.

Penalties are prescribed by law for obstructing the mails upon these roads, and a preference is given to the horses and vehicles by which they are conveyed.

None of those horses or vehicles can be stopped, not even by the law process of the State, for the debts of their owners while actually employed in the conveyance of the mails.

These laws are based upon the unquestionably sound principle that when a power is clearly delegated by the Constitution to the General Government it is not within the constitutional rights of any State or company or individual to prevent or obstruct its execution.

Railroads differ from turnpikes owned by private companies only in the fact that in the former case the companies own the means of conveyance as well as the road. But if established under the authority of Congress as post-roads, is it possible for those companies to prevent the carrying of the mail upon them? If they attempt to do so, either

directly or by running their cars at inconvenient hours, or by asking an unreasonable price, may not the Department fulfill the law, and accomplish its object, by placing locomotives upon the road for the purpose of conveying the mail, to which everything else must give place? If it be not so, and if these railroad companies may refuse to carry the mails at the hours required in the execution of the laws, or may by any means, direct or indirect, prevent their transportation, then may they obstruct, if not defeat, one of the powers unquestionably delegated to Congress. For it must be apparent to the most casual observer that if the mails are driven from the railroads, and obliged to depend on stage or horse transportation on the main routes, they will soon cease to be of any considerable value, and this important and useful branch of the Government will sink into contempt.

You are not desired to assume the position indicated by this argument, but you may find it useful to present it for consideration, with all the grounds which occur to you in its support, taking care to assure the company that the Department is anxiously desirous to avoid all such questions now, and forever, by a permanent arrangement for the transportation of the mails, which shall not be liable to any just exceptions either on the part of the Government or the company. In discussing the amount which ought to be allowed for the transportation of the mails, you will not forget to avail yourself of the fact that the great object of chartering the railroad by the State was to cheapen transportation of every kind, and that nothing has higher claims to that advantage than the mails of the United States, in which are involved the interests of millions. You will know how to amplify this argument and all others which have been suggested. Nor will you forget to press the fact that at the last session of Congress the Committee on the Post-Office and Post-Roads, in the House of Representatives, by an unanimous vote, inserted a clause in the bill for reorganizing the Post-Office establishment, restricting the Department to $75 per mile for railroad transportation of the mails; and represent that we can not venture to exceed that limit to any great extent. You are requested to use the utmost frankness in your communications and discussions with the company; to make them sensible that the Department desires nothing which is unreasonable; that it seeks only that which will promote the interest of the public and enhance the prosperity of our common country, and that in seeking after these results it is ready to contribute liberally, but not extravagantly, to the profit of a company which has done so much toward facilitating the means of intercourse and trade between our associated communities.

You will, by no means, consider yourself as restricted to the propositions or arguments herein suggested; but you will propose any other arrangement which intercourse with the company may suggest to you, subject to the ratification of the Department; and you will use such arguments as may occur, consistent with reason and truth, to effect the object of your mission. Having completed your business with the Baltimore and Ohio Railroad Company, you will visit the president and other managers of the railroad from Philadelphia, through Wilmington, to Baltimore, and, by urging similar propositions and views, endeavor to form a prospective contract with them, subject to the approval of the Department, for the conveyance of the great mail on their road when it shall be completed.

No change occurs to me as necessary in the propositions suggested, other than that the postmaster at Wilmington should have a key to the box or car in which the mail shall be transported, that he may there open it and exchange mails.

If no satisfactory arrangement can be made with the managers of this road then you will inquire into the practicability of making an arrangement with the managers of the railroad, said to be in progress, to connect the road from Philadelphia to Columbia with the city of Baltimore, when that road shall be completed.

Having finished your inquiries and discussions on those routes you will proceed to New Jersey and open similar negotiations with the managers of the road from Philadelphia to Trenton and through by New Brunswick to New York. It is thought a preference should be given to that over the Amboy route, because in avoiding all steamboat or water transportation it is likely to afford a more regular and certain means of conveyance. For the sake of uniformity, as well as safety, it is desirable that the same plan of sending the mails in a separate box or car should be here also adopted.

If a portion of the transportation be upon the turnpike from Trenton to New Brunswick the mail-box may be readily transferred from the railroad car to a carriage constructed to receive it, and at the end of the turnpike again transferred to the railroad car, so that the mail shall not be exposed or disturbed. At Trenton and New Brunswick the postmaster may have keys and exchange mails.

If no satisfactory arrangement can be made on this route then you will confer with the managers of the Amboy road, and, if practicable, make an arrangement with them. If these companies cannot be induced to run a night line then you will ascertain for what compensation they will transport the great mail by day, and also for what they

will carry a second mail between the two cities. But in all your negotiations with these companies, as well as those already adverted to, you are particularly instructed to ascertain whether they will carry a mail by night, and on what terms, and what difference they will make between carrying the great mail by night and by day, and also what difference they will make in carrying a second or small mail in the same manner.

Having finished your negotiations in New Jersey you will proceed to New York and confer freely with the president and managers of the Boston and Providence Railroad Company, with a view to a contract with that company, during steamboat navigation, to carry from New York the entire Eastern mail distributed at Providence and Boston.

Here, also, let the same secure mode of conveyance be suggested.

You are further instructed to inquire of each of the railroad companies with which you may confer, for what sum of money, paid in hand, they will undertake to convey the mails once per day and for what sum twice per day, at such hours as may from time to time be prescribed by the Department during the continuance of their respective charters. You will apprise them that this inquiry is made with a view, if their terms be reasonable, to ask Congress for an appropriation to purchase the freedom of their roads for the United States mails. If it be found impracticable or inconvenient for you to finish your negotiations with any company on your outward trip, then you can put them in train and complete them on your return.

It is desirable that this service be concluded with all practicable expedition. You will, from time to time, report progress.

Very respectfully,

AMOS KENDALL.

P. S. LOUGHBOROUGH, Esq.

PHILADELPHIA, *November* 5, 1835.

GENTLEMEN: After the conversation had with Mr. Newkirk, in which I have fully expressed the views of the Department, and its wish to give the public the benefit of the transportation of the mail upon the railroad between this city and Baltimore, it is not necessary that the suggestions of mutual advantage to the railroad companies and the public should now be repeated. Asking your consideration of them, I have to say that the Department is desirous of effecting an arrangement with the companies controlling the road from this city to Baltimore, which shall diminish, as much as is practicable, their trouble and responsibility in transporting the mail.

I am, therefore, instructed to ask for what yearly compensation you will undertake, so soon as your road shall be finished, to carry the mail of the United States, daily each way between Baltimore and Philadelphia, connecting at each city with the mails upon the great route to Washington and New York, the Department agreeing that its agents shall deliver and receive the mails at and from the cars at the extremities of the road—the train never to be bound to wait for the mail beyond the time fixed for its departure, and the obligation of the company to be only to haul the mail safely from depot to depot.

The Department prefers that the mail be carried in a strong chest or box, of such a structure as to be easily transferred from a car to a wagon, to be locked and unlocked only by the postmaster at the ends of the road. Or, if the companies prefer it, the contract may be for the exclusive use of a car, constructed for the purpose of containing the mail, or of a strong room in a passenger or baggage car; the car or room to be locked in like manner, and the mails to be placed in and taken out of it at the depots by the agents of the Department, and without responsibility on the part of the companies.

The Department will, to facilitate arrangements, agree to deliver and receive the mail at the depots of the companies; but it would prefer a contract by which the companies will undertake to receive and deliver them at and from post-offices in the two cities; and it is desired to know the difference in the cost, if any, which such stipulation would make.

I am instructed, also, to ask for what yearly compensation the company will agree to transport a second daily or small mail, for the accommodation of the two cities and such points along the road as the train may stop at without increasing its delays, under the limited responsibilities on the part of the companies, and with the same performances on the part of the Department specified in regard to the first mail. The second mail to run at such hours as the companies may start their trains for the conveyance of passengers; and, if desired, exclusively in the daytime.

As the Department earnestly wishes to have the mail transported on the railroad, I am instructed that it is not disposed to adhere pertinaciously to any of the modes of transportation above suggested if they shall be found inconvenient or less eligible than some other mode which the companies may choose to suggest, compatible with the entire security of the mail.

Without adhering to any of the modes above proposed the Department will make a contract for the safe carriage of the mail from city to city, to be delivered by its agents to those of the companies, either at the post-offices or at the depots, if the companies shall prefer it; they stipulating merely to haul it from depot to depot, without further trouble or labor.

I am instructed to ask what, if any, difference the companies will make between a contract for a period not exceeding four years and one of an indefinite duration, which may continue as long as the charters of the companies.

I am, respectfully, your obedient servant,

P. S. LOUGHBOROUGH.

M. NEWKIRK, Esq.
R. PATTERSON, Esq.
J. CANBY, Esq.
R. L. COLT, Esq.

PHILADELPHIA, *November* 5, 1835.

GENTLEMEN: I am instructed to ask whether an arrangement can be made with the companies owning the railroad between this city and Baltimore by which the Post-Office Department shall acquire the right of running its own car upon the road, for the conveyance of the mail and guard only, as often and at such hours as it shall prescribe, with the use of the depots, water stands, &c., and, if so, for what consideration the companies will grant the right to the Department during the existence of their charters.

I am, respectfully, your obedient servant,

P. S. LOUGHBOROUGH,
Agent Post-Office Department.

M. NEWKIRK, Esq.
R. PATTERSON, Esq.
J. CANBY, Esq.
R. L. COLT, Esq.

TRENTON, *November* 11, 1835.

SIR: Your letter of the 7th instant, addressed to the Camden and Amboy Railroad and Transportation, and the Delaware and Raritan Canal Companies, was received and submitted to the joint boards of said companies, and we have the honor of submitting to you the inclosed resolutions of said boards in reference thereto.

As the committee, thus appointed, we think proper to state, that the joint board of said company do not conceive that it will be within their competency to surrender to the Post-Office Department the absolute control of the Camden and Amboy Railroad, but they are willing to carry the mail of the United States. The details of any arrangement to carry the said mail are to be the subject of future negotiation in reference to the powers of the said companies and the General Government in relation thereto.

At the same time it is to be understood that we are willing, and are authorized by the said companies, to negotiate upon such terms as may be found mutually advantageous and, at the same time, most eligible to the Post-Office Department, within the legal powers of the said companies.

Your obedient servants,

GARRET D. WALL.
JAS. S. GREEN.
E. A. STEVENS.

P. S. LOUGHBOROUGH, Esq.

NEWARK, *November* 28, 1835.

SIR: Your letter of the 24th reached me this morning. The directors of the New Jersey Railroad and Transportation Company have considered its contents, and instruct me to reply that, for the reasons mentioned in a former communication, they are desirous of carrying the mail without exclusive reference to the compensation, and although they deem the price offered inadequate, yet for the sake of public convenience and with the view of enlightening themselves by experience upon a subject of which they are to a great extent ignorant, they agree to accept the offer of your Department in the manner proposed by your letters, for the term of one year from the 1st day of January next. That is to say, the New Jersey Railroad and Transportation Company will carry the great daily mail from Jersey City to New Brunswick for one year on the terms proposed, fixing the contract, however, as mentioned in your letter to Mr. Dickerson, "for so much of the road as may be completed on the 1st of January, to be extended along the whole line at the same rate when it shall be completed."

The New Jersey Railroad will be completed and in use to Rahway by the 1st of January next, and our company are willing to guarantee the transportation of the mail to that place at that time. The extension of the railroad to New Brunswick will be prosecuted with all possible vigor, as is insured by the obvious interests of the company, it being now very nearly graded and ready for the laying of the rails. In the allotment of the time to our railroad company, they wish an allowance for the present of three hours from the time fixed for receiving the mail at Jersey City, for transporting it to Rahway, and four hours to New Brunswick. They desire this specification of their time in order that their duties may be defined and sufficiently extended to enable them to be performed with certainty. This time our company hope to be able soon materially to shorten; but in the infancy of a work sufficient time should be reserved for such casualties as are incident to a work in a new and unfinished state.

If, however, it be the determination of your Department to make the contract for four years, this company will agree to carry the great mail, singly, according to the conditions offered us, at the rate of $150 per mile. Our company offer to take the day mail separately, if it be a less important mail, as observed in your letter, at the rate of $75 per mile, but if the transportation of both of the above mails should be given to this company, they will agree to carry them both for the aggregate sum of $200 per mile.

It is understood by our company that by the new arrangement for transporting the mail, there will be no detention of the cars at the post-offices on the line.

I am, very respectfully, your obedient servant,

JOHN P. JACKSON,
Secretary of New Jersey Railroad and Transportation Company.

Hon. AMOS KENDALL,
Postmaster-General.

APPENDIX D.

POSTMASTER-GENERAL'S REPORT, 1836, ON RAILWAY MAIL TRANSPORTATION.

An amendment of the law is necessary in reference to the mode of making contracts with railroad companies. The law prescribing the manner of making mail contracts generally presupposes the existence of competition in bidding, and is adapted to the existing state of things on all routes where the mails are carried on horseback or in stages. But the reason of the law is not applicable to most cases where railroad service is required, because there is no competition. To advertise for service on such lines is a mockery. Either the Department must give what the companies choose to demand, or the compensation must be adjusted by negotiation before advertisement or afterward. Practically the power of the Postmaster-General as to the amount to be paid is unlimited, because he is authorized to accept the lowest offer, however enormous. It is desirable that this power shall be limited by a law prescribing some fixed basis upon which all such contracts shall be made. None presents itself so equitable as the weight of the mails to be conveyed. An act fixing a reasonable rate per pound for carrying the mails a given distance would operate as a restriction upon the power of the Postmaster-General, while it would undoubtedly facilitate the making of arrangements with the railroad companies. At present the views of the Department and those of most of the companies differ so widely as to the amount which ought to be paid as to render hopeless any present prospect of an adjustment. If the price were limited by law the companies would expect no more, and the Department would not refuse to pay it. To secure the advantages of competition where it exists the practice of advertising might be continued and the contracts assigned, as in other cases, to the lowest bidder. A few of the railroad companies have exhibited a disposition to carry the mails at prices deemed reasonable. The most important of these is the Camden and Amboy Company. The managers of that road, justly considering their interests as best secured by accommodating the public and the Government on liberal terms, have undertaken to convey the mails in a manner and at a price which are highly satisfactory. The Petersburg and Roanoke Company have evinced a like disposition, as have some others.

To render the Department measurably independent of the railroads, and accomplish other important results, an express mail has been started on the great mail line between New York and New Orleans. From New York to Philadelphia and from Mobile to New Orleans it is merged in the great mail carried in railroad cars and steamboats. The great mail is twelve days and seventeen hours, according to contract, in going from New York to Mobile, and twelve days twelve hours returning. The express mail is five days seventeen hours going from New York to Mobile, and five days twenty-three hours re-

turning. One day is occupied in transporting the mails between Mobile and New Orleans. The success of this experiment is not doubted; and the size of the mail already affords an assurance that it will produce an income more than sufficient to support it. * * * This mail leaves far behind all news conveyed upon railroads or by any other means.

It will give unprecedented activity to commercial transactions between the North and the South. New York communicates with New Orleans in half the usual time; all enterprises are expedited; the whole intervening country and the valley of the Mississippi will feel the impulse.

The editors and people of New Orleans will receive the news from New York in less than half the time it has heretofore occupied in the transit. The editors will have the advantage of being the original dispensers of the news to their subscribers; and the people will obtain it through their own papers, without postage, five or six days sooner than it can reach them in the New York papers, with postage. The editors and the people along the whole route, and to the right and left, will participate in the same advantages in a greater or less degree.

On the other hand, the circulation in the South of newspapers from the principal cities of the North will undoubtedly be diminished. This injury is more than counterbalanced by the benefits secured to the local establishments; and if it were not, it is not to be brought into competition with the advantages of an earlier transmission and dissemination of commercial and other intelligence. No measure should be taken with a view to injure the great city establishments; but it would be unreasonable and unjust in the Department to withhold information from the people of the South, because it can not carry with equal expedition the cumbrous sheets from Northern newspaper presses. It is, and doubtless will continue to be, the policy of the Department not to send the news with *less* expedition; *but to bring the whole mail to the speed of the express as fast as it can secure continuous railroad or steamboat transportation.* [Italics in original.]

APPENDIX E.

PHILADELPHIA, PA., *November* 12, 1841.

* * * I think it immensely important for the Government to obtain an interest in our road; which could be done, I think, at a cost which would not be deemed too great for the attainment of an object so important to the Post-Office Department, viz: Let the Government issue scrip to the amount of $1,000,000, at 5 per cent., to our company, payable in twenty or thirty years, and in return have the perpetual control of the road as far as one mail daily line is wanted, and at such hour as the Department might direct. This would save an immense trouble in making new contracts and new engagements, as every year additional weight and importance will be attached to the mail on so important a route. In addition to the mail work our company agree to furnish the War Department certain facilities—such as to carry all Government troops, ordnance, and ammunition at half the regular price during a war, if we should be so unfortunate as to have one. The road would soon return in advantages all the Government would pay, and if we never have a war, the bargain is still good enough for the Post-Office Department; for, I have no doubt, in a few years the Department will have to pay $50,000 or more for the transportation of the mails, particularly if carried at such hours as may interfere with the travel. I have no time at this moment to present anything in detail, but have hastily thrown out the above hints. I am well satisfied our company would make a more favorable arrangement at this time than they would do should they succeed in making some negotiations they now have in prospect.

With great respect, I remain your obedient servant,

M. NEWKIRK,

President Philadelphia, Wilmington and Baltimore Railroad Company.

Hon. C. A. WICKLIFFE,
Postmaster-General.

APPENDIX F.

[Document 7 appended to the annual report of the Postmaster-General for 1845.]

No. 7.

[CIRCULAR.]

POST-OFFICE DEPARTMENT, *June* 9, 1845.

SIR: The act of March 3, 1845 (nineteenth section), makes it the duty of the Postmaster-General to arrange and divide the railroad routes, including those in which the service is partly by railroad and partly by steamboat, into three classes, according to the size of the mails, the speed with which they are conveyed, and the importance of the service. It authorizes him to enter into contract for conveying the mail over said roads, but allows him to pay for such conveyance, upon those of the first class, no more than what is now allowed by law; on those of the second class not more than $100 per mile per annum; and not more than $50 per mile per annum on those of the third class. It permits him to make an addition of 25 per cent. upon the foregoing maximum rates where one-half of the service is performed in the night season; and to make such additional compensation as he may think just and reasonable, having reference to the service performed and the maximum rates of pay, whenever more than two mails daily are necessarily conveyed over the road.

The object of the act is to fix a limit by law upon the cost of mail transportation, where, from the nature of things, none is or can be imposed by competition; and to make the compensation among the several roads alike where the service is similar. This equalizing of the price of transportation, according to the amount of service performed, is to be effected by the classification of the routes. How this classification is to be made is with the Department the main, indeed, the only, question.

It appears that from the commencement of railroad service the railroad routes of the great Atlantic line between New York and New Orleans have been uniformly regarded as of a higher grade than any other with but a single exception, which exception it is the intention of the Department to correct in due time. A close investigation shows that this distinction in favor of the great Atlantic mail routes south of New York should continue, unless it be forfeited by the mismanagement of the railroads. The great mail which, south of New York, is concentrated upon one line, is divided east of that city between parallel lines, and here the superiority in the relative importance of the routes is consequently lost.

Placing the railroads of the Atlantic line above referred to in the first class, and the principal railroads elsewhere in the second class, the question arises, are all these routes of the second class to receive the uniform price of $100 a mile per annum? Some of them will perform more service than others by reason of conveying a second or a third daily mail, and if no more is received by the railroad necessarily performing this additional service than is received by the railroad running but the single daily trip, the compensation will be unequal in regard to the service performed, and the express object of the law in this respect will be defeated. On the other hand, if the maximum pay for the second-class service be given only to the routes that carry double daily mails, and an amount proportionately reduced from that be given to the routes running but once a day, injustice may be done the latter by too wide a difference of compensation between them and the first-class routes, and ground will be furnished for incessant struggles between the discretion of the Department on one side and the efforts of the railroad companies on the other to obtain all that the law will permit them to receive. This would defeat another most important object of the law, the relief of the Department from the controversies which ever arise where matters of this nature are determined by the mere exercise of executive discretion.

It is obvious that the only way to attain the object of the law—a just and equal measure of compensation according to the service performed—is it to classify the roads not only in reference to the principal mail they convey, but also in reference to the additional mail transportation they perform, whenever a more frequent mail conveyance than once a day is required by the Department. A railroad, therefore, may, and generally will, be assigned to one class in respect to one of its daily lines, and in respect to another daily line of mail conveyance performed by it assigned to another class.

It is this process of classification that the department will adopt in the execution of the law. The only railroad routes at present under consideration are those in the New England States and in New York. Upon these, new contracts are to be made from the 1st July next.

For the reasons before stated, the railroads upon the parallel daily lines, between New York and Boston, are placed, in respect to the principal daily mails upon them, in the

second class; and, as the service on these roads is not inferior in importance to that on any other railroad in the section, it follows that there are no railroad mails in New England and New York to assign to the first class. All former decisions and reports show that this view of the matter is in harmony with the past action of the Department in respect to these roads.

The primary railroad mail service in this section belongs to the second class under the law. To that class should be assigned the main daily lines: From New York, by Stonington and Providence, to Boston; from New York, by Norwich and Worcester, to Boston, and thence to Portland, in Maine; from Boston, by Lowell, to Concord, in New Hampshire; from Worcester (the point of divergence from the New York route), by Springfield, to Albany; from New York, by New Haven and Hartford, to Springfield, Mass., as the stem of the great Connecticut River mail; from New York, by Bridgeport, to the intersection with the Boston and Albany Railroad, during that portion of the year only when steamboat navigation is suspended on the Hudson River; and from Albany, by Utica and Rochester, to Buffalo.

Upon the residue of the railroads no mail service is performed that will justify the assignment of any of them to a higher grade than the third class. In respect to the second daily trips on the second class routes it is clear that the mails conveyed by such additional daily trips are so much inferior in size and importance to the principal daily mails on the same roads that they can be rated no higher than the third-class mail service. Where such second daily mails are necessary, and conveyed by the order of the Department, the maximum rate of third-class compensation will be allowed in addition to that awarded for the principal daily mail. Where a third daily mail is necessary (and even in the strongest case that may be deemed quite problematical), if an additional allowance be made under the last clause of the nineteenth section of the act, it will in no case be granted so as to carry the aggregate of compensation beyond the present expense. All the enactments of Congress made in connection with the introduction of the system of low postage look to a reduction of the cost of mail transportation; and the force of circumstances combines with that of law in imposing this policy upon the Department. For the same reason the 25 per cent. addition authorized in the act for night service will not be allowed where it has the effect of augmenting the pay beyond the present amount. The fact that the classification of the railroad routes in this section has the effect of increasing the cost of railroad transportation in the aggregate, makes it an imperative duty to resist the enhancement of price from any other cause.

The maximum rates will be awarded only to the full daily service, performed by separate cars, and the conveyance of the mail agents of the Department wherever that mode has heretofore been practiced, or shall hereafter be required. The principle asserted in the act is equality of compensation, according to the service rendered; consequently, where the mail is carried but six times a week in each direction, a proportionate abatement in the pay will be made. The rule of classification presented in the act for railroad service will be applied by the Department to the steamboat routes where there is no competition. The former legislation of Congress has recognized a difference in price between railroad and four-horse coach transportation equal to 25 per cent. As steamboat conveyance of the mail is higher than that by coach, but not so high as railroad transportation, the Department will adjust the maximum price for it at 12½ per cent. below the maximum rates of railroad service of the like relative class.

In giving these views and regulations, the Department has discharged its duty under the law and feels a consciousness of having done so in a mode as favorable to the railroad interests as the obvious distinctions between the size and importance of the mails on the different roads, and between the different lines on the same road and the terms of the act will allow.

The rate of compensation prescribed for route No. ——— from ——— to ——— for ——— will be ———, errors in distance to be corrected.

Any pay beyond what this rate will produce it will be impossible, because illegal, for this Department to give for any mail service on said railroad performed after 1st July next. And it remains for the railroad companies to determine whether they will continue in the mail service on and after that day.

No doubt whatever is entertained of the sincere regard of the companies for the convenience and interests of the public, nor of their respect for the laws, in the faithful observance of which can alone be found the safeguards of their exclusive and valuable privileges; and, consequently, it is not apprehended that they will refuse the terms of the law, and abandon the transportation of the mails. But should such a course be determined upon in any instance, it is expressly requested that timely notice be given, so that the alternative conveyance specified in the act of Congress may be provided in season. The company is solicited to inform me at an early day of their acceptance of the terms offered, so that indentures of contract in due form may be prepared and executed.

Respectfully, your obedient servant,

——— ———.

To ——— ———.

APPENDIX G.

EXTRACTS FROM CONGRESSIONAL GLOBE.

[H. R. February 28, 1843; H. R. March 1, 1843.]

ELECTRO AND ANIMAL MAGNETISM.

On motion of Mr. Kennedy, of Maryland, the committee took up the bill to authorize a series of experiments to be made, in order to test the merits of Morse's electro-magnetic telegraph. The bill appropriates $30,000 to be expended under the direction of the Postmaster-General.

On motion of Mr. K., the words "Postmaster-General" were striken out, and "Secretary of the Treasury" inserted.

Mr. Cave Johnson wished to have a word to say upon this bill. As the present Congress had done much to encourage science, he did not wish to see the science of mesmerism neglected and overlooked. He therefore proposed that one-half of the appropriation be given to Mr. Fisk to enable him to carry on experiments, as well as Professor Morse.

Mr. Houston thought that Millerism should also be included in the benefits of the appropriation.

Mr. Stanley said he should have no objection to the appropriation for mesmeric experiments, provided the gentleman from Tennessee (Mr. Cave Johnson) was the subject. [A laugh.]

Mr. Cave Johnson said he should have no objection, provided the gentleman from North Carolina [Mr. Stanley] was the operator. [Great laughter.]

Several gentlemen called for the reading of the amendment; and it was read by the Clerk, as follows:

"*Provided*, That one-half of the said sum shall be appropriated for trying mesmeric experiments, under the direction of the Secretary of the Treasury."

Mr. S. Mason rose to a question of order. He maintained that the amendment was not *bona fide*, and that such amendments were calculated to injure the character of the House. He appealed to the Chair to rule the amendment out of order.

The Chairman said it was not for him to judge of the motives of members in offering amendments; and he could not, therefore, undertake to pronounce the amendment not *bona fide*. Objections might be raised to it on the ground that it was not sufficiently analogous in character to the bill under consideration; but, in the opinion of the Chair, it would require a scientific analysis to determine how far the magnetism of mesmerism was analogous to that to be employed in telegraphs. [Laughter.] He therefore ruled the amendment in order.

On taking the vote, the amendment was rejected—ayes 22, noes not counted.

The bill was then laid aside to be reported. * * *

ELECTRO-MAGNETIC TELEGRAPH.

On motion by Mr. J. P. Kennedy, the bill making appropriations to test the value of Morse's electro-magnetic telegraph was taken up, and, under the operation of the previous question, passed—ayes 89, noes 83.

APPENDIX H.

EXTRACT FROM ANNUAL REPORT OF POSTMASTER-GENERAL 1844.

In the official report of the Department to Congress in 1842, looking to the wants of the service and the intimations of the public opinion upon the subject of the reduction of postage, and with a desire to place the Department in reference to its liabilities and revenue in a condition to adopt a system of reduced postage, I urged upon Congress the propriety of relieving the Department from the expense of railroad transportion of the mail, by some permanent and suitable arrangement with these companies, as a consideration for the transportation of the public correspondence and the franking privilege granted to the public officers.

From this report I beg leave to make the following extract:

"The great question involved is whether Congress should make these contracts and pay the consideration out of the resources of the Government, or whether the Department shall levy the amount by continuing the present rates of postage upon letters, and in all time to come devote so large a portion thereof to the payment for railroad transportation as to deny to the more distant and less favored portions of the country any increased mail facilities? The cost of railroad transportation for the last year stands at $432,568. I repeat the inquiry made on a former occasion: Is it just that the whole burden of the correspondence, now nearly equal to half a million of dollars annually, should be sustained by a tax upon the business and friendly correspondence of the community? If the Government exact from our citizens no more than the cost and expense of transmitting their letters, they have no right to complain; but when an additional sum is needed to defray the expense of the correspondence of the Government and its officers, that sum, like the tax for every other public service, should be drawn from the common resources of the country.

"It is proposed that, in lieu of an annual drain from the Treasury to pay the postage upon the public correspondence, the United States now secure and pay for the perpetual right to transport the mails over railroads. Can this right be now secured upon fair and reasonable terms? is a question worthy to be tested by fair experiment. I am of opinion it can be secured upon most, if not all, of the important roads upon reasonable terms and upon ample guarantees."

APPENDIX I.

EXTRACTS FROM A LETTER FROM S. R. HOBBIE TO HON. N. K. HALL, POSTMASTER-GENERAL.

POST-OFFICE DEPARTMENT, CONTRACT OFFICE,
November 16, 1850.

For the purpose of pointing out an important reform, I beg leave to refer to the fact that soon after coming into office you discovered certain irregularities and abuses in that branch of post-office business called "distribution of mails," and ordered most vigorous measures to correct them. Certain post-offices, designated for the purpose, collect and receive the mails, both in large and separate packages, from various points for particular regions of country, and then *distribute* them to the several places to which they are addressed. They are landmarks to the distant offices to guide the course of their mails to remote points, receiving them as they are made up at the mailing office, and remailing them, with a new post-bill and new entries to the accounts of "mails received" and of "mails sent," to their respective destinations. For this service the distributing post-office receives a commission of 7 per cent. The evils incident to this operation are too frequent distribution, and consequent unnecessary expense and delay. Originally the regulations of the Department contemplated two distributions on each transmission to a distant place; for many years past, but one; but in fact they occur so frequently in many cases as to absorb almost all that remains of the postage of the letter, after taking out the delivery commission. The cause of these evils is obvious; it is much easier to mail the letter to the next distributing office, which is well known, and so on along the whole route, than to find out the ultimate distribution circle to which the office addressed belongs, and the avidity to swell the commission fund encourages the practice. But this is not the worst. On being detained to receive a distribution mailing, the letter, in ninety-nine cases out of a hundred, loses its connection with the outgoing mails, and serious unnecessary delays are thus occasioned. In former report I showed that "distribution" is obsolete in other countries, and entirely unsuited to the present state of our mails. But a substitute scheme for forwarding mails, for the purpose of guiding them to distant places in the right channels, by positive regulations is indispensable. To effect the change certain modifications of the present law and provision for getting up and putting in operation the new plan will be necessary.

Let "distribution" be abolished upon all except sea-going mails. Issue written instructions, or rather partly written and partly printed, to every post-office in the United States, how to bag its matter, and the matter of other offices passing through it to every other office in the United States—the chief portion of which could be stated in said instructions under the names of States, or by counties in the State. What is here stated in so brief a space would be a work of great labor, requiring for its execution the best and most minute knowledge of mail arrangements and the course of the mails that the

Department possesses, to be aided by personal consultations with the principal postmasters in all parts of the Union. On a line between two given offices, the intermediate points where the routes join each other that give the most direct course would be specified as bagging points. Retain one foot of your compass on one of these extreme points, and shift the other to a new point on the circle, and you will see that new intermediary points of connections present themselves upon the new line thus described, which will require a new designation of bagging or forwarding offices—in the selection of which it is important to consider the frequency of their supply, the speed and connections, and the probable amount of matter in filling a bag.

Apply this illustration to the whole network of our routes, and consider how various are the directions by which the mails traverse them, and some idea may be formed how multifarious must be the instructions which this scheme of bagging and forwarding will require. It would take a year to get them up, probably more, and the entire appropriation of an officer to the task. To be uniform and perfect, it should be the work of one mind throughout; and it would amount to the greatest practical reform ever introduced into the operations of the service. Under this system every letter would be mailed direct.

The account of mails sent would show (in a column inserted for that purpose) to what office it was bagged.

That office would forward it towards its destination by bagging it to the office to which instructed to bag such matter; and thus it would proceed from one bagging or forwarding point to another to the post-office addressed. There would be no delay, as in distribution, at these forwarding points, because there is nothing to do but to shift the package from one bag to another, agreeably to the specific regulations. And with how much less clerical force in the office could this process be performed than the complicated operation of opening the mail, resorting the letters, remailing them, with new post-bills and new entries in the accounts, and rewrapping, tying, and bagging it. And then the copying of these voluminous distribution accounts, and the labor and trouble of their settlement, are dispensed with. The saving in clerk-hire will be very great, and the business in all respects be better done.

The accounts can be more easily checked when they are confined exclusively to the mailing and receiving office, and the trace of letters through the mails, in case of loss, can be made with far more certainty than now. The large offices will object on account of the loss of the distribution commission, but the necessity of it will, in a great measure, cease on being relieved of the distribution work. The force employed on it can be dispensed with. The labor of mailing the matter originating at the large offices will, doubtless, be greater than now, as mails will have to be divided into a greater number of packages; but this increase will be small in comparison with the distribution work that will be discontinued. If more clerk-hire is necessary than what the delivery commissions will pay for, it will be better and safer to submit the matter to the Postmaster-General, to order such additional clerkships, and pay for them out of the general fund, than incur the liability to the abuses which you so well know the present system is subject to.

S. R. HOBBIE,
First Assistant Postmaster-General.

Hon. W. K. HALL,
Postmaster-General.

APPENDIX J.

POST-OFFICE DEPARTMENT,
OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., April 30, 1859.

Ordered, That distribution be discontinued at the following post-offices, namely: Portland, Me.; Providence, R. I.; Hartford, Conn.; Troy, N. Y.; Erie, Pa.; Natchez, Miss.; Abingdon, Va.; Asheville, N. C.; Maysville, Ky.; Chattanooga, Tenn.; Tuscumbia, Ala.; Vicksburg, Miss.; Independence, Mo.

J. HOLT,
Postmaster-General.

APPENDIX K.

EXTRACT FROM THE UNITED STATES MAIL, JULY, 1863.

DISTRIBUTION.

"At the late convention of special agents of the Post-Office Department, held at Cleveland, Ohio, the subject of letter distribution being under discussion, a paper was read from which we here make some extracts. They will no doubt be interesting as showing the origin, objects, and history of our distribution system.

* * * * * * *

"In reference to many of the offices mentioned, distribution was discontinued while the mails were yet carried in stages; the delays and detentions were then being found prejudicial to the public interests.

"As railroads were constructed and the mails carried upon them the evils of the system became more apparent, occasioning delays of from twelve to twenty-four hours in correspondence and causing very loud and just complaint.

"Since the completion of 24,000 miles of railway, now in operation and carrying the mails, many offices heretofore favorably located for distribution became mere way offices, the trains passing them with slight pauses only and thus largely increasing the evil of detention.

"The emoluments derived by postmasters at distributing offices consist of a commission on the letters distributed. Originally the commission was 5 per cent. on letter postage, paid and unpaid. This was afterwards increased by law to 7 per cent. and then to 12½ per cent., at which it now stands. It is obviously the interest of those having charge of such offices to increase business of this kind to the utmost, and though expressly forbidden by the Department to invite distribution from its legitimate channel, it has often been done and it is believed that the post-office revenue has in this manner been largely defrauded. Letters have been subjected to so many distributions as entirely to absorb the postage charged upon them; and in some cases the distribution commission of a postmaster has largely exceeded the whole proceeds of his office and required a balance to be paid him quarterly from other sources. Even when no abuse is practiced and letters are subjected to only the necessary and proper distribution a large portion of the correspondence of the country pays an unnecessary tax of 25 per cent., besides the regular commission of 40, 50, or 60 per cent. to which the mailing office is entitled. For instance, a hundred letters, on which the postage is $3, originating in small offices in Ohio and west of Pittsburgh, and destined for New England, are sent to Pittsburgh for distribution and there subjected to a commission of 12½ per cent.; from Pittsburgh they are sent to New York or Boston and there charged with a second commission of 12½ per cent. and then forwarded to destination. Assuming the average commission taken at the mailing office to be 50 per cent., this three dollars' worth of letters pays a tax of 75 per cent. in the shape of commissions while passing through the mail, or $2.25 out of $3."

APPENDIX L.

EARLIEST CORRESPONDENCE ON THE SUBJECT OF RAILWAY POST-OFFICES.

[Inclosure 1 in Appendix L.]

JULY 7, 1862.

A. B. WALLER,
Special Agent, Post-Office Department,
Washington, D. C.:

For the purpose of gaining time on the overland route to California the Postmaster-General has ordered that the separation of the packages and the distribution of letters and papers, together with the necessary bagging for the route, now done at the post-office at Saint Joseph, Mo., be performed hereafter on the cars of the Hannibal and Saint Joseph Railroad by clerks of the Saint Joseph office detailed for the duty and as a part of the service of that office. In order that the arrangement may be commenced correctly and for the purpose of adjusting its details the Postmaster-General directs that you proceed at once to Saint Joseph. See the postmaster there and the superintendent of the railroad and have the change made as soon as possible. Inclosed is a letter to the postmaster at Saint Joseph, which you will examine and which will give you some in-

sight into the views of the Department on the subject and add to the knowledge you now possess in relation to it. An introductory letter to the superintendent of the railroad is also inclosed.

G. W. McLELLAN.

[Inclosure 2 in Appendix L.]

WASHINGTON, D. C., POST-OFFICE DEPARTMENT,
July 7, 1862.

J. T. K. HAYWOOD,
Superintendent Hannibal and Saint Joseph Railroad, Hannibal, Mo.:

The bearer of this is Mr. A. B. Waller, a special agent of the Department, who is authorized by the Postmaster-General to make arrangements to have that part of the distribution of letters and papers to California, &c., to be performed on the cars of the Hannibal and Saint Joseph Railroad instead of the post-office at Saint Joseph.

In order to have this duty satisfactorily done it may become necessary to construct cars specially for the purpose, or to alter such as you may now have in use. You are requested to furnish him every facility to accomplish the purpose, the details of which he will make known to you.

G. W. McLELLAN.

[Inclosure 3 in Appendix L.]

POST-OFFICE DEPARTMENT,
Washington, D. C., July 7, 1862.

J. L. BITTINGER, P. M.,
Saint Joseph, Mo.:

With a view to expedite the transmission of mails by the overland California route, the Postmaster-General has directed that the separation, distribution, and bagging of these mails, now done at the post-office at Saint Joseph, be performed hereafter on the cars of the Hannibal and Saint Joseph Railroad, by clerks detailed for the purpose of arranging the details of this duty. Mr. A. B. Waller, a special agent of the Department, has been directed to proceed over the route and visit your office and others, and you are requested to furnish him all the aid and information in your power tending to make the arrangement as complete as possible.

It is designed that the work be done as a part of the business of your office; the car for this purpose to be considered as a room in the office; the bills to be made and the accounts kept as at present in the name of the office, the usual distribution commission being charged as is now done, and the monthly returns made to this office of letters and papers sent and received as practiced for the year past.

G. W. McLELLAN.

[Inclosure 4 in Appendix L.]

[LETTER OF WILLIAM A. DAVIS TO SECOND ASSISTANT POSTMASTER-GENERAL.]

POST-OFFICE, SAINT JOSEPH, MO., *August* 5, 1862.

SIR: I have the honor to report that in obedience to verbal orders received through Mr. Waller, special agent of the Department, one of the clerks and myself left here on Saturday, 26th, so as to be in Quincy on Monday 28th ultimo, to commence the distribution of the overland mail on the Hannibal and Saint Joseph Railroad. Finding that the mail cars had not been arranged according to promise made to Mr. Waller, instead of going to Quincy I proceeded to Hannibal and succeeded in getting cars temporarily fixed in which (though with some inconvenience) I think the work can be done until the new cars are ready. The distribution was commenced on Monday at Palmyra, and I assisted the clerk going up as far as Clarence, at which place I turned back with the clerk who had come down to go up on Tuesday; assisted up to the same point on Tuesday; turned back and distributed the mail going up on Wednesday myself. We have now got through with a week's service, and can confidently report that when the accommodations are finished that are promised by Mr. Hayward, superintendent of the road, the distribution can be done entirely to your satisfaction.

The excuse given by the officer at Hannibal for not having the cars ready, was that they had been daily expecting both Mr. Hayward and Mr. Nettleton, neither of whom had arrived when I got there on Saturday. Mr. Hayward got home on Wednesday last and I saw him on Friday; he promised to have three cars got up, specially for the mail service, and have them run through to West Quincy; this will be all that is necessary to secure the entire success of the distribution on the road, promising that we have competent men to do the work.

Most respectfully, your obedient servant,

WILLIAM A. DAVIS.

Hon. G. W. McLELLAN,
Assistant Postmaster-General.

[Inclosure 5 in Appendix L.]

KANSAS CITY, MO., *June* 25, 1884.

DEAR SIR: I have read the letter of Hon. Guy C. Barton, who was chief clerk in the Saint Joseph post-office during the greater portion of my term from May, 1861, to May, 1865.

I am satisfied that Mr. Barton sets forth the facts concerning the inauguration of the railway mail service. I am as well satisfied that Mr. W. A. Davis, who was my predecessor in the office, was the originator of it as I am that I am living. Mr. Davis had been in the service of the Department for, I think, over forty years. He knew every detail of the service, and had handled the overland mail from the start. The exigencies of the war rendered the operating of the Hannibal and Saint Joseph Railroad exceedingly difficult, and almost every train would be behind time. As the overland coaches were expected to leave on their journey across the plains promptly, of necessity they frequently had to go without a great portion of the Eastern mail.

Mr. Davis conceived the idea of distributing the mail on the cars, and laid the plans before me. I was satisfied they were good, and urged him to go ahead and request authority from the Department to experiment. He was soon granted the necessary authority, and with clerks detailed from the Saint Joseph office under his personal supervision, the railway mail service between Quincy and Saint Joseph was soon in successful operation. The Department at once perceived the great advantages of the system, adopted it, and rapidly put it into operation over the whole country.

How credit ever came to be given to any other person than Mr. Davis for originating this service I never could conceive. I suggest that possibly his correspondence on the subject with the Department may yet be preserved at Washington, which would settle the matter definitely.

If Hon. Mr. Zevely, then Third Assistant Postmaster-General, is yet living, he could settle it at once.

I sincerely hope you may succeed in securing the recognition from the Department you desire, and that credit for originating the railway mail service may at last be given to Mr. Davis, to whom it rightfully belongs.

Very truly, yours,

J. L. BITTINGER.

W. H. GORDON, Esq.,
Saint Joseph, Mo.

[Inclosure 6 in Appendix L.]

OMAHA, NEBR., *May* 27, 1884.

DEAR SIR: I have your favor of 10th instant concerning claim of heirs of the late William A. Davis that he originated the idea of the late railway mail service, and will say in reply that the claim is unquestionably a just one.

At the time of the establishment of the overland mail service the coaches left Saint Joseph, Mo., in the morning, about three hours after the arrival of the mail train over the Hannibal and Saint Joseph Railroad, Saint Joseph being the distributing post-office at which the overland mail was made up. The time between the arrival of the mail from the East and the departure of the coaches for the West was found too short, and Mr. Davis, who was at that time chief clerk of the mailing department in the Saint Joseph office, suggested sending clerks from our office to Quincy, Ill., to meet the mail and with authority to open the brass-lock sacks and the Saint Joseph delivery post-office packages, taking therefrom all California letters or letters going by overland stage route. These letters were made up precisely as they would have been at our office and the records were a part of the records of the office. The superintendent of the Hannibal and Saint Joseph Railroad had a car prepared under Mr. Davis's directions, and Mr. Davis, Mr. Thomas Clark, superintendent of mails at New York post-office, and myself went to Quincy with two clerks from the Saint Joseph office, and rode from Palmyra, Mo., to Saint Joseph, Mo., in the first railway postal car that was ever built, so far as I know. The service was so efficient and showed such advantages over the old method of distributing mails that it was at once adopted by the Department, and the service became general.

I have stated, as nearly as I can remember, the circumstances connected with this matter as affecting Mr. Davis, but it would be unjust to cease without saying that the success of the experiment was made easy by the quick perception of its advantages and the prompt and energetic action of Hon. J. L. Bittinger, who was postmaster at Saint Joseph at the time, and to whom all credit is due for whatever action I took in establishing the service, as his representative. I sincerely hope you will be successful in your efforts to secure proper recognition of Mr. Davis' claims.

Yours, very truly,

GUY C. BARTON.

VINTON PIKE, Esq., *Saint Joseph, Mo.*

[Inclosure 7 in Appendix L.]

OFFICIAL ORDERS.

Missouri. *Route* 10463. *Term* 1862 *to* 1866. *From Quincy to Saint Joseph, Palmyra to Hannibal.*

September 4, 1862: Recognize services of William A. Davis, of Saint Joseph, Mo., as superintendent of overland mail distribution on the cars of the Hannibal and Saint Joseph Railroad Company from 26th July to 31st August, 1862, at $100, and refer to Auditor to pay him that amount.

October 10, 1862: Recognize the services of William A. Davis, of Saint Joseph, Mo., as superintendent of overland mail distribution on the cars of the Hannibal and Saint Joseph Railroad for the month of September, 1862, at $83.33, and refer to the Auditor to pay him that amount.

November 18, 1862: Recognize the services of William A. Davis, of Saint Joseph, Mo., as superintendent of overland mail distribution on the cars of the Hannibal and Saint Joseph Railroad Company for the month of October, 1862, at $83.33, and refer to the Auditor to pay him that amount.

[Inclosure 8 in Appendix L.]

FINANCE OFFICE, *June* 6, 1864.

SIR: Being specially charged with the duty of organizing the business of traveling post-offices, and expecting by the 1st of July to have lines running between Washington and New York, and New York and Cleveland, it is necessary to arrange at once a scheme of distribution to this end.

I desire to meet here competent clerks from Cleveland, New York, Philadelphia, and Baltimore on the 15th instant, and I must beg of you the favor to send one or more from your office.

I have also to suggest that those offices make exchanges of distributing clerks from time to time, so that yours, for instance, may become familiar with the duties of the others.

Please answer at your earliest convenience.

Very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

Hon. A. WAKEMAN, P. M.,
New York, N. Y.

(Copy sent to Baltimore, Philadelphia, and Cleveland.)

[Inclosure 9 in Appendix L.]

FINANCE OFFICE, *June* 11, 1864.

SIR: The time is now near at hand when the railway post-office will be in full operation between Washington and New York, and I am anxious to invest Mr. Clarke, of your office, and G. A. Leavis, of Philadelphia, with authority over the clerks, to instruct them from time to time in the details of their duties, and exercise a general supervision of the new business. It cannot, of course, be expected that Mr. Clarke will give much personal attention by traveling on the route; but an occasional trip—say to Philadelphia and back—would enable him to judge how the work progresses, and what instructions are required.

If agreeable to yourself, I should like to have Mr. Clarke in consultation on the 15th instant, with one or more of your distributing clerks, about a distribution scheme, of which I wrote you on the 6th instant.

Very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

Hon. ABRAM WAKEMAN,
Postmaster, New York, N. Y.

[Inclosure 10 in Appendix L.]

FINANCE OFFICE, *June* 15, 1864.

SIR: On the 12th of April last it became my duty to notify you in writing that the Postmaster-General desired, as soon as possible, to procure a sufficient number of mail cars, to be used as traveling post-offices, for two of the express mail lines between New

York and Washington; that an experimental car would soon be completed, in order to ascertain what interior fixtures were needed.

* * * * * * *

The Philadelphia, Wilmington and Baltimore Railroad Company long ago responded to my suggestions, and the Baltimore and Ohio Railroad Company will next week complete a new car, in all respects conforming to the plans of the Department.

* * * * * * *

I represented to all alike the advantages expected to result from introducing the proposed cars, and the very special interest he took in this subject, believing, as he does, that it is the commencement of one of the greatest possible reforms in the mail service of the country.

* * * * * * *

Very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

E. A. STEVENS, Esq.,
President Camden and Amboy Railroad Company, New York, N. Y.

[Inclosure 11 in Appendix L.]

FINANCE OFFICE, *July* 14, 1864.

SIR: The Postmaster-General instructs me to say that he is anxious to have the traveling post-office introduced, as soon as possible, on the Pennsylvania Railroad, under your supervision, and hopes you will engage the services of Mr. Leavis in fitting up the necessary cars, and organizing the new work. Please answer on this subject.

Very respectfully,

A. N. ZEVELEY,
Third Assistant Postmaster-General.

C. A. WALBORNE, Esq., *P. M.*,
Philadelphia, Pa.

[Inclosure 12 in Appendix L.]

JULY 21, 1864.

SIR: To my surprise, I learned this morning that Mr. McLellan had not written you about new cars on the Erie Railroad.

In my anxiety to avoid trenching on his ground, I spoke to him several weeks ago, and it was my understanding that he would ask you to get the cars made. Now he says I am charged with the business, and accordingly I beg of you to report at once what can be done, and how soon. The arrangement with the Great Western Railroad Company is prevented by their demand for more pay than the Postmaster-General will allow.

You will, therefore, consult only with reference to the Erie Railroad, where, I presume, you will not be embarrassed in that way.

On the 1st proximo a new car for the Washington and New York route will be ready in Baltimore. It is now receiving the finishing touches. Another one is well under way in Bordentown, and I wish you would go and see it. The distribution scheme will soon be complete and adapted to the new law. Next week instructions will issue to take account only of unpaid letters, and I trust you will then be able to spare clerks for traveling post-office.

Your friend and obedient servant,

A. N. ZEVELY.

THOMAS L. CLARKE Esq.,
Superintendent of Mails &c., New York.

[Inclosure 12 *a* in Appendix L.]

JULY 22, 1864.

SIR: A distribution plan for traveling post-offices is nearly completed, and that work will soon commence in earnest.

Inclosed is a copy of the new law. I will send instructions when published.

Very sincerely, &c.,

A. N. ZEVELY.

GILBERT GRIFFIN, Esq,
Post-Office Inspector, London, Canada West.

[Inclosure 13 in Appendix L.]

FINANCE OFFICE, *July* 22, 1864.

SIR: Accept my apologies for not sooner noticing your favor of the 4th instant.

This Department is just now in a "transition state," convulsed by efforts to escape the thraldom of old laws and customs, and you can well conceive that I am oppressed with cares.

The work, however, goes bravely on, and by the 1st of October all the principal post-offices in the country will work under the new law, dispensing with cumbrous accounts and saving much labor and expense. I inclose a copy of the law.

The traveling post-office will also be in full operation, and I am greatly indebted to your brother for assistance in this connection.

With great respect, yours truly,

A. N. ZEVELY.

W. H. GRIFFIN, Esq.,
Deputy Postmaster-General, Quebec, Canada.

[Inclosure 14 in Appendix L.]

FINANCE OFFICE, *July* 26, 1864.

SIR: I have received your letter of the 19th instant, enclosing your correspondence with J. E. Thompson, president Pennsylvania Railroad Company, concerning cars for road for traveling post-office, and submitted them for the decision of the Postmaster-General.

He directs me to answer that he wants such cars because they are necessary to expedite the mails.

He is anxious to reform and improve the whole system of distributing both letters and newspapers, so that they shall be delivered without the delays which too often occur under the present system. The contemplated changes are every way important.

The benefits resulting from them will soon be widely felt and appreciated, and it is believed that the railroad lines where facilities are afforded for the new system of distribution will attract the special attention of the traveling public.

With these views the Postmaster-General cannot allow a special consideration for the desired cars. He will pay a reasonable rate for transporting mails, and claims to prescribe how the service shall be performed. There is an existing agreement with the Pensylvania Railroad Company, and special cars are needed for the mails.

If the present pay is not satisfactory to the company the reasons should be presented and they will be duly considered.

But the Postmaster-General cannot allow that the furnishing improved mail cars is a just reason for demanding new terms. He hopes, therefore, that you may succeed in procuring them unconditionally, leaving the question of increased compensation to be determined without regard to the traveling post-office.

Very respectfully,

A. N. ZEVELY
Third Assistant Postmaster-General.

POSTMASTER, *Philadelphia, Pa.*

[Inclosure 15 in Appendix L.]

FINANCE OFFICE, *July* 28, 1864.

DEAR SIR: Your letter of the 27th is at hand. I am glad to know our car is progressing in a satisfactory manner, as both the Postmaster-General and myself are anxious to have it completed and in operation.

The suggestion you make respecting the substitute for the gauze is boring small holes at the back of the case, which will be set about one-fourth of an inch from the side of the car, meets my approval; the object I had in view, being to keep the boxes free from dust, will, I think, be as fully accomplished. The doors I desire made in the ordinary way to open in the car, the upper half being made for a sash, the lower a door; a sliding door, whether made to run on groove outside the case or between a partition inside, is very apt to become deranged in such a way that it will not work satisfactorily. If the arrangements for light and ventilation are sufficient we can dispense with the windows I propose to have constructed inside of car. I do not think it desirable to have too much lettering on the car, and should therefore suggest that it be called United States Railway Post-Office. I wish you could from time to time pay a visit to see how the work is progressing, and report to me.

Very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

GEO. H. LEWIS, Esq., *Philadelphia, Pa.*

[Inclosure 16 in Appendix L.]

FINANCE OFFICE, *August* 6, 1864.

DEAR SIR: Your letter of 7th, inclosing one from Mr. Minot, superintendent Erie Railway, on subject of our railway post-offices is before me.

I think the necessary cars had better be at once commenced, and pushed forward to completion, leaving open the question of additional compensation for the future action of the Postmaster-General. As I said in my letter to you of 20th July, which was written under the supervision of the Postmaster-General. he will not consider that question in connection with the construction of these cars, and I think the company should be willing to prepare these cars, and rely on justice being done them by the Department, when the question of extra compensation comes up.

This is a subject on which the Postmaster-General feels an especial interest, and therefore I trust the companies will not throw any obstacles in its way.

Hoping to hear soon that the cars are under way, I am, very respectfully, &c.,

A. N. ZEVELY,
Third Assistant Postmaster-General.

THOMAS CLARKE,
Superintendent of Mails, Post-Office, New York, N. Y.

[Inclosure 17 in Appendix L.]

FINANCE OFFICE, *August* 10, 1864.

DEAR SIR: Your letters of the 7th are received. I am glad to know that you are getting matters arranged for the new service. The suggestion in regard to the appointment of the clerks for the railway post-office has been submitted to the Postmaster-General and he fully agrees with you that these appointments should be filled with persons of accurate knowledge and experience in postal matters.

The Postmaster-General will not listen to the question of additional compensation in connection with the construction of the cars for railway post-office. That must be brought up separately. I inclose you a copy of a letter addressed to the postmaster at Philadelphia on same subject in which the Postmaster-General's views are fully set forth.

Yours, respectfully, &c.,

A. N. ZEVELY,
Third Assistant Postmaster-General.

G. B. ARMSTRONG; Esq.,
Chicago, Ill.

[Inclosure 18 in Appendix L.]

FINANCE OFFICE, *August* 16, 1864.

MY DEAR SIR: The railway post-office car constructed at Baltimore is now receiving its finishing touches, and I expect it will be here on Saturday next.

With the two cars we will then have ready we can commence operations on the route from here to New York, and I am very anxious to see the system inaugurated.

I wish you would see the Bordentown car and make me a report of its precise condition; how far the work on it has advanced, and how long will be necessary to complete it. I think it would be better to have their cars ready for the route at once. I do not think it at all necessary for Mr. Van Rensaeller to wait until he can see the Baltimore car, except perhaps for some of the minor details, such as painting, &c.; he can push his work forward as fast as possible, making the cases and tables from the plans already furnished. This will save much delay.

After the car has been here for a day or two to let our Post-Office people see it, I will send it to Philadelphia, and from there to Trenton, where it can stay, or be taken to Bordentown for Mr. Van Rensaeller's inspection. I want to have as little delay as possible in getting the work started.

See them as soon as you can, and hurry them on.

Yours, very truly, &c.,

A. N. ZEVELY,
Third Assistant Postmaster-General.

[Inclosure 19 in Appendix L.]

FINANCE OFFICE, *August* 16, 1864.

DEAR SIR: Your letters of 12th, accompanied by various forms of blanks, &c., prepared by you, are received.

A great portion of the blanks had been previously prepared here, and are now in the hands of the printer. They are substantially the same as you send. As soon as we get proofs of them we will forward to you.

We are also preparing instructions to postmasters and railway post-office clerks in regard to that branch of business. I wish you would send what you have prepared, so that we may compare them, and get them, if possible, similar. The stamps named in your letter have been ordered, and will be sent you as soon as received. I also have to say that I have ignored the name "traveling" post-office and have adopted "United States Railway Post-Office."

I am, very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

G. B. ARMSTRONG, Esq.,
Chicago, Ill.

[Inclosure 20 in Appendix L.]

FINANCE OFFICE, *August* 19, 1864.

SIR: The time is at hand to fully introduce railway post-offices on the route from Washington to New York. Before doing so, however, I have to ask your views on the subject of the appointment of clerks to conduct this business.

As railway distribution in connection with the postal law lately passed will tend to reduce the work, and consequently the clerical force, of the various offices, it is thought that the new appointments might be made from the number thus thrown out of employment, selecting of course only those possessing the greatest intelligence and knowledge of postal affairs.

From experiments on this route it is thought of commencing with *six* clerks in each car, making twelve on duty each night. As they become familiarized with the work the number may be reduced.

If those selected are appointed as route agents their compensation cannot exceed $1,000 per annum, the maximum allowed by law to that class of employés.

It is presumed the proper persons for this service can be procured for this sum or less, as but few route agents now get more than $800 per annum, and none one thousand. Another plan might perhaps be adopted. Those selected could be continued in their position and pay as clerks in the offices from which taken, and be detailed for special duty in these cars, the route being divided so that one set of clerks would run between Washington and Philadelphia, and the other from Philadelphia to New York.

During the time not thus employed, they might be engaged in the office. I would like to have your views on these points, and also as to the number of clerks you think necessary, or any recommendations for appointment you may think proper.

Very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

Hon. A. WAKEMAN, P. M.,
New York, N. Y.

[Inclosure 21 in Appendix L.]

AUGUST 29, 1864.

DEAR SIR: One of the cars, intended to be used in the new plan for distributing mails on the great through railroads about to be introduced by the Department, has reached this city, and the system will be inaugurated as speedily as possible.

It will afford me pleasure to meet you this afternoon at 6 o'clock at the depot of the Baltimore and Ohio Railroad Company, where I will exhibit and explain to you the arrangement of the car.

I am, sir, very respectfully, yours,

A. N. ZEVELY,
Third Assistant Postmaster-General.

EDITOR *of Chronicle, Evening Star, Republican, and Constitutional Union.*

[Inclosure 22 in Appendix L.]

FINANCE OFFICE, *August* 31, 1864.

SIR: The preliminary arrangements for the inauguration of the new system of railway post-offices between this city and New York are now almost completed, and in a few days the cars will be running.

In order to give the greatest scope to the usefulness of this system it has occurred to me that it might be well at this time, and in advance of the general introduction of the cars on the Pennsylvania Central Railroad, to select the offices on the line of that route which will be designated as "head-offices," and to which supplies for the smaller offices will be sent.

The office running from Washington to New York could make up supplies for this route to be distributed by the route agents as at present, thus relieving your office of much labor as well as greatly facilitating the delivery of such matter at places addressed.

I would be pleased to have your views on this subject, and also to know if such lists could be prepared at or through your office. The schedule for distribution on route from this city to New York is now in the hands of the Printer, and as soon as delivered a copy will be sent you.

I am, very respectfully, &c.,

A. N. ZEVELY,
Third Assistant Postmaster-General.

C. A. WALBORNE, ESQ., *P. M.*,
Philadelphia, Pa.

[Inclosure 23 in Appendix L.]

SEPTEMBER 1, 1864.

SIR: Your letter of the 29th of August, addressed to the Postmaster-General, has been referred to me. In reply thereto I have the honor to state it is contemplated gradually to introduce the system of railway post-offices on all the principal routes, and to select the clerks for the performance of the duties therein from the various distributing post-offices, where the work will be diminished.

I have the honor to be, very respectfully, &c.,

A. N. ZEVELY,
Third Assistant Postmaster-General.

Hon. J. T. FARNSWORTH,
St. Charles, Ill.

[Inclosure 24 in Appendix L.]

SEPTEMBER 6, 1864.

SIR: Your letter of the 5th instant, inclosing one from Mr. Minot, general superintendent Erie Railway Company, dated 31st of August, is received.

The Postmaster-General regards the railway post-office as of so much importance that he desires the necessary cars to be prepared *at once*, with the understanding that so soon as they are running the distributing train at 10 a. m. may be discontinued.

If, after the experiment is fairly tried, any serious inconvenience should arise from the want of the morning way line, it may be restored, then bringing up the question of additional compensation to the railroad company.

I wish you would see that the cars are completed with all possible dispatch, as they are wanted to run in connection with the line now ready to be inaugurated between Washington and New York.

I am, very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

THOMAS CLARKE,
Superintendent Mails, &c., New York, N. Y.

[Inclosure 25 in Appendix L.]

SEPTEMBER 27, 1864.

SIR: Be pleased to cause instructions to be issued to the conductors, baggage-men, and other employés of your road, that they must not, under any circumstances, ride in the railway post-office cars. When occasion requires them, in the performance of their duties, to either enter or pass through them, of course they will not be refused; but they should not remain an unnecessary time, or converse with the clerks on duty.

I am, respectfully, &c.,

A. N. ZEVELY,
Third Assistant Postmaster-General.

W. P. SMITH, Esq.,
Master Transportation,
Baltimore and Ohio Railroad Company, Baltimore, Md.
(Copies to Philadelphia, Pa., and Newark, N. J.)

[Inclosure 26 in Appendix L.]

FINANCE OFFICE, *October* 13, 1864.

SIR: In order to prevent the delay of letters in distributing post-offices, and generally to expedite mails, it is necessary to transfer to railroad cars much of the work now performed in post-offices. Hitherto the work of mail agents of this Department, in cars,

so far as concerns letters, has been restricted to the delivery of letters from one post-office to another on a given route. In future it is proposed to save both time and labor by making original assortments of letters in railroad cars, so that they may pass between given points, remote as well as near, from one route to another, without delay. To this end larger mail cars than usual are required, with boxes, pigeon-holes, and tables adapted to the work of a stationary post-office. Such cars, newly built, are now running between Washington and New York, with manifold advantage to the service; but, in order that they may become properly effective, arrangements are made with the several railroad companies for connecting lines to Boston, Albany, and Buffalo, and also from New York to Cleveland via Erie, and Atlantic and Great Western Railroad, and your co-operation is wanted to supply the important gap between Buffalo and Cleveland.

These lines of railway or traveling post-offices will secure to all points equal facilities with those, comparatively few in number, which now exchange special mail bags. In a word, the mails generally will be expedited one day, being the average time now lost in distributing post-offices. Not doubting that you will appreciate such advantages, I confidently rely on you to unite with the Buffalo and State Line Railroad Company in furnishing the requisite cars for the service between Buffalo and Cleveland. The length of those already made varies from forty to forty-five feet, with the usual width of a passenger car, and a raised roof for ventilation. As to the interior fixtures, you will obtain an idea from the inclosed plan.

Please inform me how soon you can probably commence the work.

Very respectfully,

M. BLAIR,
Postmaster-General.

A. STONE, Jr.,
President Cleveland, Painesville and Ashtabula Railroad Company,
Cleveland, Ohio.

[Inclosure 27 in Appendix L.]

OCTOBER 13, 1864.

SIR: Your letter of the 29th September is received. In reply I have to state it is not contemplated to extend the system of railway post-offices at once over your road. I am glad to find, however, the disposition manifested by you to give aid in introducing this reform when necessary, and so soon as it is decided to make further extension of the system, will give you notice.

Absence from the city prevented an earlier reply to your letter.

Respectfully, yours,

A. N. ZEVELY,
Third Assistant Postmaster-General.

C. M. MORSE,
Superintendent, &c., Waterville, Me.

[Inclosure 28 in Appendix L.]

OCTOBER 13, 1864.

SIR: You are aware that Mr. Stoneall, one of your clerks, is acting as a superintendent of the railway post-office. On the nights of his return from Washington to New York he assorts certain mails, which are thus expedited a day. On the nights when he goes south, the same mails remain untouched for the want of a suitable clerk.

This, you see, is a very lame arrangement, and I beg to suggest that you cure it by appointing an additional clerk. On inquiry of Mr. Clements and Mr. Clarke, you will find that Mr. Pierson, from former experience in the post-office, is familiar with the particular duties in question, and that he is otherwise every way suitable for the office. Under ordinary circumstances it would be indelicate for me to name any one to you for appointment, but in this case I think you will excuse me for doing so, inasmuch as the exigencies of the service seem to demand it.

While writing on this subject, allow me to ask that you formally detail certain men to make regular trips in the railway post-office, and notify them that they are held strictly responsible to you as well for such duties as for any others.

I think you will find on examination that no regular orders have been given in this respect, and that, to some extent, clerks arrange among themselves as to this new work. I am sure you will interpose your authority and duly regulate things.

Very respectfully, &c., &c.,

A. N. ZEVELY,
Third Assistant Postmaster-General.

JAMES KELLY,
Postmaster New York, N. Y.

[Inclosure 29 in Appendix L.]

OCTOBER, 15, 1864.

SIR: * * * You have been consulted as to a general superintendent of the Railway Post-Office business. A very energetic and intelligent man is wanted to devote his whole time to the work—a man who will not look to the Department for specific instructions, but who is capable of originating as well as executing improvements.

Special agents' pay and per diem is all that can be allowed. I wish it were enough to induce you to quit the Post-Office and take the new work.

Very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

THOS. CLARKE, Esq.,
Supt. Mails, &c., Post-Office, New York.

[Inclosure 30 in Appendix L.]

OCTOBER 15, 1864.

DEAR SIR: * * * I may also suggest that by putting the new distributing cars on the day line, in addition to those now used at night, some objections to the change you ask might be obviated, as the mails could then be arranged *en route* for delivery within a few minutes after the arrival of the cars.

Very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

F. WOLCOTT JACKSON, Esq.,
Superintendent New Jersey Railroad Company, Jersey City.

[Inclosure 31 in Appendix L.]

OCTOBER 17, 1864.

SIR: The main purpose of the railway post-office is to prevent the delay of letters in distributing post-offices, and that this is practicable is already demonstrated on the route between Washington and New York. Thousands of letters are assorted and arranged in the cars so that they can be dispatched by the first morning mails from Baltimore, Philadelphia, and New York, and thus expedite one day, and so soon as connecting lines for similar work are organized the advantages of the new system of distribution will be fully realized. It was thought to be desirable to provide, if possible, for some arrangement in the cars of letters for the New York City delivery, especially with a view to connections with the first departure of wagons for the carrier stations, and the experiments to this end have been measurably successful, resulting in the delivery of letters several hours earlier than usual. Incidentally the box letters have also been assorted, though this work seems to be of but little practical importance, and I suggest that it be discontinued.

Whether the assortment for carriers can be secured independently of the box clerks is a matter which remains untried. If you find it impracticable, it will be for you to decide whether the work for carriers is of sufficient importance to justify the expense involved, or whether the whole of the local distribution for your office should be discontinued. Originally it seemed to me quite desirable to try this work, and Mr. Wakeman fully agreed with me, especially as it would tend to promote the popularity of the carrier system in opposition to the boxes, according to the settled policy of the Department. By assorting the letters in the cars not only were those for the stations materially expedited, but also in part those for the carriers at the central office. As to the latter an evil might be avoided growing out of a partial assortment whereby it sometimes happens that two letters from the same place to the same individual were delivered at different hours. Such advantages, however, must be weighed against the expenditure involved, and the question thus arises whether they can be secured for the most part by a transfer of clerks from your office to the cars.

This matter is referred to you for settlement according to your own discretion.

As to the general distribution in the cars, there is no doubt that it will gradually be so organized as to dispense with a large portion of the work of your office.

Very respectfully,

A. N. ZEVELY,
Third Assistant Postmaster-General.

JAMES KELLY,
Postmaster New York, N. Y.

[Inclosure 32 in Appendix L.]

OCTOBER 18, 1864.

SIR: Your letter of 10th instant is received. In reply I have to state one of the principal objects of the new postal law being to reduce the labor in post-offices and expedite the dispatch of mails no record need be made on account of mails sent, or post bills sent with packages of letters, unless there are charges for unpaid postage thereon. No record need be kept of paid matter either sent or received. Bills received at your office containing only entry of paid matter may simply be filed for reference. Some of the larger offices have, with the consent of the Department, adopted the practice of dispensing whenever possible with wrappers for packages, simply tying securely with twine. If the practice can be adopted at your office with advantage, the Department will approve of it.

* * * * * * *

Respectfully yours,

A. N. ZEVELY,
Third Assistant Postmaster-General.

W. STUART, P. M.,
Binghamton, N. Y.

[Inclosure 33 in Appendix L.]

OCTOBER 24, 1864.

SIR: The postmasters of New York, Baltimore, and Washington have been requested to allow to the clerks detailed from their respective offices for duty on the railway post-office a sufficient and reasonable sum for the daily expenses they are compelled to incur. I have to request that you will advance to the clerks detailed from your office a reasonable sum for these expenses and charge in your accounts in same manner, as directed during last spring, until the appointment can be regularly made and the rate of compensation fixed.

Respectfully yours,

A. N. ZEVELY,
Third Assistant Postmaster-General.

C. A. WALBORN, P. M.,
Philadelpnia, Pa.

[Inclosure 34 in Appendix L.]

NOVEMBER 26, 1864.

MY DEAR SIR: Yours of the 17th instant was duly received.

* * * * * * *

The work of traveling post-offices is yet confined in the East to a single line, between Washington and New York, and in the West to three routes, so that its advantages are not very striking. The prospect is good for extending the work at an early day to Boston, and also westward from New York to Chicago.

I am, dear sir, with great respect, &c.,

A. N. ZEVELY,
Third Assistant Postmaster-General.

W. H. GRIFFLN, Esq.,
Deputy Postmaster-General, Quebec, Canada.

[Inclosure 35 in Appendix L.]

DECEMBER 10, 1864.

DEAR SIR: Two months ago it was understood, as I supposed, that my direction of the railway post-office business was at an end, and that it was transferred to you. Under this impression I have conferred with you from time to time, and made suggestions, but have given no instructions without your sanction.

If you do not so understand my position, I regret it and beg to assure you that I shall carefully avoid all interference on my own responsibility. At the same time, I will not deny that it will be very gratifying to me to have a hearing before the route to New York is finally organized. Be assured also that always, in this as in other duties, I shall cheerfully afford any assistance which you may think me capable to render.

Very truly, &c.,

A. N. ZEVELY.

G. W. MCLELLAN, Esq.,
Second Assistant Postmaster-General.

[Inclosure 36 in Appendix L.]

FEBRUARY 4, 1865.

DEAR SIR: * * * For the railway post-office an entire car is necessary on the routes from Washington to Boston and from New York on the Central and Erie roads. On several routes out of Chicago the railway post-office is in successful operation, with a space about one-half of an ordinary car. I inclose a diagram of a mail apartment of about the ordinary size on the route between here and New York, say 26 feet 2 inches. A whole car is about 45 feet in length, and generally speaking the mail apartment is less than one-half that size.

* * * * * * *

Yours, truly,

A. N. ZEVELY.

W. H. GRIFFIN, Esq.,
Deputy Postmaster-General, Quebec, Canada.

[Inclosure 37 in Appendix L.]

FEBRUARY 28, 1865.

DEAR SIR: Your letter of yesterday with inclosure is received. But for the failure of the New York and New Haven Railroad Company to fulfill their part of the agreement with reference to running the cars of which you speak, the line would now be in successful operation between New York and Boston.

* * * * * * *

The whole subject of railroad transportation, including the new distribution plan, is under the supervision of G. W. McLellan, Second Assistant Postmaster-General, to whom I will refer your letter for further attention. I will also instruct Special Agent Wheeler to communicate with you.

Very respectfully, your obedient servant,

A. N. ZEVELY,
Third Assistant Postmaster-General.

HENRY GRAY, Esq.,
Superintendent Western Railroad Corporation, Springfield, Mass.

[Inclosure 38 in Appendix L.]

From Evening Star, August 31, 1864.

RAILWAY DISTRIBUTING POST-OFFICE.

Hon. A. N. Zevely, Third Assistant Postmaster-General, some time ago conceived the idea of facilitating the transmission and prompt delivery of letters, newspapers, and mail matter generally, between this city and New York, and intermediate points, by a system of rail-car distributing post-offices, whereby the work of stamping, assorting, and distributing mail matter will be done in a car prepared for the purpose while the train is in motion.

One of the new cars for the purpose was at the Baltimore and Ohio Railroad depot last night, and was visited by high officials of the Post-Office Department, and by a number of railroad men and invited guests, who were warm in their approbation of not only the system about to be inaugurated, but of the workmanship of the car and the commodious and perfect manner in which the interior is arranged.

The car was constructed at the car-works of the Baltimore and Ohio Railroad Company, at Mount Clare, and was completed on Saturday last, and is now being run over the road to wear off the roughness. The dimensions of the car are 45 feet 5 inches in length in the clear by 9 feet 4 inches wide, with a height of about 7 feet at either side, but, it being on the "double-decker" principle, the center is fully 9 feet. On either side are words informing the public that it is the "through line" between New York and Washington.

There are also the usual apertures through which letters may be conveniently dropped in for mailing.

In the inside are two cases, each containing two hundred "pigeon-holes," of rather larger size than ordinary, and forty boxes, each one foot square, so arranged that the matter placed in them cannot be jostled out by the motion of the car. There is in front of each case a narrow shelf for the accommodation of the clerks, with drawers beneath and hooks for the mail pouches, while on the opposite side is a large table for stamping purposes. There are also closets for clothes, sofas, water coolers, and every convenience for those who shall travel with the car, and it is fitted up with the most approved venti-

lating windows. As soon as the train starts the clerks assigned to duty in this novel post-office will commence the distribution of all matter into boxes for the several localities to which the matter is directed. The way mails will be made up first, and at each station mail matter intended for the particular locality will be put off and matter for other points on the route received. The great advantage of this system is that correspondents can mail their letters at the last moment, and even when the car may be moving off, yet with the assurance that all letters will reach their destination safely and with unusual dispatch. This city will reap many advantages from the system, for all mail matter for the Departments and for citizens will be arranged upon the cars, and will be handed to the several carriers and messengers within five minutes after the arrival of the mail. So at New York, for at that end of the route also a similar distribution will take place.

The car now here was fitted up at the expense of the Baltimore and Ohio Railroad, under the direction of Messrs. W. P. Smith and F. Perkins, from the design of Hon. A. N. Zevely, Third Assistant Postmaster-General, who will personally superintend the inauguration of the system. In a short time a similar car, now building at the works of the Camden and Amboy Railroad, will be completed, and as soon as it arrives here the plan will be carried into effect. This is an entirely new arrangement in this part of the country, although on some of the Western roads smaller cars are running, and the system has been found very successful there. Last spring an experimental trip was made in one of the ordinary cars of the road between this city and New York. Notwithstanding the novelty of the thing and the fact that the clerks worked under disadvantages from the motion of the car, the experiment was a very successful one, over 5,000 letters being distributed each trip, and this, too, when they had not one-eighth of the conveniences to be afforded by the new car. It is really something "new under the sun," and thousands who often are annoyed by reason of delayed mails will thank Postmaster-General Blair, Mr. Zevely, and City Postmaster Bowen for the inauguration of the new system.

[Inclosure 39 in Appendix L.]

[LETTER OF THE THIRD ASSISTANT POSTMASTER-GENERAL IN SUPPORT OF THE NEW SYSTEM OF RAILWAY DISTRIBUTION.]

POST-OFFICE DEPARTMENT, *April* 6, 1865.

Mr. Waller claims that "the few points now exchanging special mail bags are the places where rapid communication is of the greatest importance—that the number of towns and cities now furnished in this manner may be very much extended—that a large proportion of the most important mail matter, can thus be forwarded as promptly as by postal cards." He admits that a very large proportion of letters are delayed for twelve or twenty-four hours (and in some cases even longer), but assumes that they are "mere family and friendly communications;" and therefore concludes that their speedy transmission and delivery, form an object of at least secondary importance. My own observation and experience have led me to conclusions directly in conflict with the assumption of Mr. Waller. I need only appeal to the observation and experience of the community at large, to sustain me in the assertion that in numerous instances the "family letters" which seem to be regarded as of so little importance by Mr. Waller are nevertheless more anxiously and eagerly looked for than any other class of correspondence. Such must ever be the case so long as the sentiment of friendship and the ties of family affection and kinship shall be more sacredly cherished by our people than the interests they may have in property or commerce. This is especially the case at the present time, when almost every family in the land is anxiously waiting and watching the arrival of each successive mail, in the hope that it may hear some welcome communication from a husband, father, brother, or kinsman who is far from home, braving the dangers and enduring the privations that are incident to a soldier's life. To expedite the delivery of this class of letters is therefore an object which the Post-Office Department should most assiduously and faithfully labor to accomplish. Most certainly there could be no proper justification of any feature in our postal system that might be founded upon invidious discriminations against such letters. But even admitting for argument's sake the propriety of such discrimination, its impracticability is too apparent to need comment. It is utterly impossible to separate the business letters from those of a "family or friendly" character, and equally impossible for all important towns and cities to exchange special mail bags. There are now in operation two hundred and fifty first and second class post-offices. This number will undoubtedly be greatly increased, if not doubled in the next two years. The number of bags necessary for the use of the offices now in existence would be at least 25,000, or an average of 100 to each office; to be increased in the same ratio as the number of offices may be multiplied. In the city of New York alone 300 bags are daily made up.

In the same city over six hundred packages are made up each day, for four railway routes, which number might easily be reduced to three hundred by the postal-car system. In several other large cities more than one hundred bags are daily made up, and there are constant demands for additional ones, to obviate the delays that are complained of in the transmission of letters. It cannot be conceded that the important business letters are confined to the large cities and towns. Indeed, the simple fact that a very large number of important commercial letters are daily sent to our large cities obviously implies the necessity of sending from these several cities, to more remote points, letters of like character and of equal number and importance. The comparatively smaller towns and villages are so closely connected in trade with the large commercial centers, that it becomes a matter of equal importance to provide like facilities for each. This is demanded as much by the commercial interests of the large cities themselves as by the interests of more remote points; because it is of as much importance to the New York or Boston merchant to have his business letters carried with dispatch to his correspondent as it can be to have the letters from his correspondent speedily delivered. To attempt to provide for these wants by special mail bags would require a large increase in the number of clerks, and in the space in post-offices, and would lead to complication and confusion that would defeat rather than facilitate the attainment of the object desired. That the exchange of special mail bags between certain prominent points affords great facilities is most cheerfully admitted, but that this system of exchange cannot be so extended as to meet the growing wants and demands of the public is evident from the character of the service to be performed, and has been fully demonstrated in the experience of the Post-Office Department.

Mr. Waller is also of the opinion that the increase of facilities and acceleration of mails by means of postal cars will not lead to increase in the amount of correspondence. This opinion is certainly at variance with the conclusions to which we are invariably led in observing the effect of facilities in almost every kind of business and avocation. Circumstances being the same, the amount of almost every class of business is increased in proportion as facilities are multiplied.

Why correspondence should form an exception to this rule I am unable to comprehend, although there are no statistics tending to show what proportion of the increase in correspondence may have been caused by increase of postal facilities, it being in fact a subject upon which numerical accuracy is not attainable. From the uniform tendency of facilities in other systems and operations, and from a careful observation of the history of our postal system, I am fully convinced that increased facilities in posting, transmitting, and delivering letters will be followed by a corresponding increase in their number. In this conclusion it is gratifying to know that I am sustained with much uniformity by the opinions of others whose eminence, patient observation, and long experience in connection with the different branches of our postal system entitle their opinions to the greatest respect. From a communication from Hon. John G. Palfrey, postmaster at Boston, Mass., to the Postmaster-General bearing date November 18, 1862, I make the following extract: "It may be held as an established doctrine that every thing that tends to facilitate correspondence tends infallibly and largely to increase the amount of correspondence; and whatever increase of correspondence takes place after the machinery has been once set going affords substantially a net gain to the exchequer. An increase of millions of letters might be made without any appreciable addition to the present cost of the post-office operations."

The same conclusion is officially announced in the last report of the British Post-Office Department. Therein it is shown that the increase in correspondence in 1863 over 1854 numbers 199,000,000 letters and is attributed in a great measure to the means adopted for facilitating the posting, transmission, and delivery of letters. In discussing the effect of the acceleration of mails upon the amount of increase in correspondence the Postmaster-General in that report states his conclusions in the following language: "Nor can there be a doubt that both kinds of acceleration, the acceleration which increases the facilities for replying to a letter by return of post and the acceleration which shortens the period within which a letter can be sent and a reply thereto received, tend powerfully to promote an increase of correspondence."

Did space permit other references and extracts of like import and equal authority might easily be added. If such has been the result in the operation of the British postal system there is every assurance that we may confidently expect the same result in a still higher degree in this country. The rapid growth of our commerce and manufacturing interests, our liberal public provisions for education, the universal diffusion of intelligence among all classes of our people, the restless spirit of adventure that swells the tide of emigration westward, together with numerous other causes, must necessarily magnify, in this country, the salutary results, which in Great Britain are so justly attributed to the increase of facilities in her postal system. This increase of correspondence thus created and fostered must give rise to demands for additional facilities.

How shall these demands be met by the Post-Office Department? That they should be adequately provided for all must admit. Can special mail bags be made available in any general postal system that will provide for these rapidly increasing wants?

Facts, figures, experience, authority, and reason, all combine to forbid any such hope. On the contrary, the postal car system gives abundant encouragement to believe that it, and it alone, will accomplish the service with that promptness and dispatch which the public have a right to expect and demand.

But it is urged that a resort to the proposed system of postal-cars would necessarily be attended with a considerable increase in the expenditures of the Post-Office Department, with no immediate increase of gross revenue. Admitting the truth of this proposition, I cannot see that it forms an insuperable objection to the system. It may be expected that such will be the result in the introduction of almost every improvement, however valuable it may be, which is designed to supplant existing and long established system.

If this objection had prevailed heretofore, the public would never have had occasion to boast of the immense and valuable improvements from time to time introduced and established by the Post-Office Department, and which are now regarded by the public as indispensable conveniences.

Indeed the objection lies as well against the transportation of mails at all by steam-cars; for I am satisfied that on the great majority of mail routes the mails would even now be carried at a reduced cost by stage-coaches. The objection is founded upon the assumption that the Post-Office Department ought to reject every improvement that tends to diminish the net proceeds of the postal service.

I do not feel myself called upon to offer any argument in refutation of a policy so narrow and illiberal in its provisions for the public benefit and so unworthy the Post-Office Department. It is admitted, however, that in adopting facilities to secure promptness, certainty, and dispatch in the mail service there is a proper limit in expenditures, beyond which it would be unwise and impolitic to go. Where this limit may be found, how it may be most easily attained, and how to avoid all danger of transcending its bounds, form inquiries of the first importance alike to the public and the Post-Office Department.

As our postal system has its foundation in public convenience and necessity, I take it as a wise and safe rule of action, on the part of the Post-Office Department, to adopt and put in operation every facility, the expenditures of which will form no just ground of complaint on the part of the public when taken in connection with its advantages and convenience.

Especially is it clear that if the public demand a valuable improvement, and are willing that the expenditures necessarily involved in its adoption shall be incurred and provided for, the Department, as the servant of the public, has no longer a right to withhold it. Taking this rule as a guide, what is this Department called upon to do in response to the daily, clamorous complaints that are persistently made, by all classes, of the defects, delays, disappointments, and inconveniences that are constantly betraying the total inadequacy of our present system? It seems to me there can be but one answer to this interrogatory, and that consists in adopting and putting into efficient operation the postal-car system. Its immediate inauguration may be attended possibly with some trifling addition to the current expenditures of the first year; but the public will rejoice that uncertainty, delay, and inconvenience have at last given place to promptness, dispatch, and unfailing certainty in our postal system.

The increased revenue resulting from the growth of correspondence under the fostering influence of such improvements will soon swell the gross earnings far beyond the expenditures, and exhibit in each succeeding annual report an increase in net proceeds that will vindicate the wisdom of the system, while a grateful public will award lasting honors to the Postmaster-General who has had the wisdom to devise and the enterprise to put in operation an improvement fraught with so many beneficent results.

A. N. ZEVELY,
Third Assistant Postmaster-General.

[Inclosure 40 in Appendix L.]

JULY 25, 1865.

POSTMASTER, *Saint Joseph, Mo.:*

This office is surprised to learn from letter just received from Special Agent Branscombe, dated at Saint Joseph on the 19th instant, that the distribution of overland mail-matter on the cars of the Hannibal and Saint Joseph Railroad (has) been discontinued, and its distribution compelled to be made in your office, which causes a delay of some twenty-four hours. Will you please ascertain and report why the distribution on the cars has ceased, and what has become of the agent and clerks who were in charge of that duty.

The Department should be notified at once of the occurrence of anything tending to the disarrangement of the mail service and anything likely to disturb the regularity and celerity of overland mails.

E. S. CHILDS.

[Inclosure 41 in Appendix L.]

AUGUST 9, 1865.

C. H. BRANSCOMBE,
Special Agent, Saint Louis, Mo.:

Some months since the distribution on the Hannibal and Saint Joseph Railroad of matter for the overland mail was discontinued on account of the condition of the road; it is desirable that the service should be resumed as early as practicable, and you will please ascertain from the superintendent when the road will probably be in a proper condition.

McLELLAN.

[Inclosure 42 in Appendex L.]

KANSAS CITY, FORT SCOTT AND GULF RAILROAD COMPANY,
GENERAL MANAGER'S OFFICE,
KANSAS CITY, *August* 26, 1884.

DEAR SIR: In reply to yours of August 25, inclosing letter from Mr. W. H. Gordon relative to postal cars built by the Hannibal and Saint Joseph Railroad in 1862, I will say that I remember very well the two cars built in the Hannibal shops in 1862 to be used in connection with the postal service. The idea was first suggested by the late Mr. William A. Davis, who came to Hannibal with his plans, and in the absence of Colonel Hayward, then general superintendent, explained them to the master car-builder and the writer; and immediately on Mr. Hayward's return home the cars were ordered built. My impression is that this was in June of 1862. It is not probable that the plans of these cars could be found. I doubt if anything more than rough sketches were made.

Some three or four years ago I saw a statement in some newspaper giving the credit of the first postal cars to the Chicago, Burlington and Quincy, and I made an attempt to get at the exact facts, so far as dates are concerned, in regard to the cars on the Hannibal and Saint Joseph, but neither Fred Harvey or John Patten, who were both connected with the mail service in 1862 on the Hannibal and Saint Joseph, were able to fix exact dates.

Mr. H. C. Whiting, then superintendent of car repairs, might remember something more definitely. He is superintendent of some road in California, and can be easily reached if the parties seeking the information will write to him.

I return herewith Mr. Gordon's letter.

Yours truly,

GEO. H. NETTLETON.

S. E. CRANCE, Esq.,
Superintendent of Hannibal and Saint Joseph Railroad,
Hannibal, Mo.

[Inclosure 43 in Appendix L.]

SAN FRANCISCO AND NORTH PACIFIC RAILROAD COMPANY,
SUPERINTENDENT'S OFFICE,
San Rafael, November 25, 1884.

DEAR SIR: In reply to your favor of the 18th instant in regard to the two postal cars built by the Hannibal and Saint Joseph Railroad, I do remember that Mr. Davis came to Hannibal early in the spring of 1862 and suggested the idea of assorting the mail while in transit from Hannibal to Saint Joseph, and he and myself, with your assistance, drew up some rough pencil sketches showing what would be necessary to accomplish this desired result. Very soon after this Mr. Hayward or yourself gave me orders to build two cars. I immediately drew the plans and proceeded to erect the cars which were, as you say, thirty feet long, with side and no end doors. The cases for letters and papers were conveniently arranged and were nearly as good as the present style of postal car, with the exception of fine-finished workmanship, which we wisely omitted until they proved successful. Mr. Davis visited the shops frequently during the construction of the cars and made suggestions from time to time in regard to the design of the several parts of the interior arrangements. I think the cars were finished in June or July of 1862, and that some time before that date I put up a counter and temporary cases in one end of a baggage car which was used by either Mr. Davis, Fred Harvey, or John Patten in the first attempt to distribute mail matter in transit. So far as I know Mr. Davis is entitled to the full credit of the idea, and I am sure it had never been put in practical use until after it was introduced on the Hannibal and Saint Joseph Railroad. Mr. Hanna, now of San Francisco, was one of the early route agents who used these two cars, and I will call on him and possibly obtain further facts to establish his claim.

Respectfully yours,

H. C. WHITING.

G. H. NETTLETON, Esq.

[Inclosure 44 in Appendix L.]

WASHINGTON, D. C., *July* 9, 1884.

DEAR SIR: I have read the letters which you submitted to me from J. L. Bittinger and Guy C. Barton, the former postmaster and the latter assistant postmaster at Saint Joseph, Mo., from May, 1861, to May, 1865, claiming that the idea of the railway mail service in this country originated with William A. Davis, then chief clerk in the post-office at Saint Joseph, Mo., and that the first postal car (built under the direction of Mr. Davis) was run on the Hannibal and Saint Joseph Railroad.

I have also seen a copy of a letter from William A. Davis to G. W. McLellen, Second Assistant Postmaster-General, dated August 5, 1862, reporting that he commenced the work of assorting mail for the overland route to California on car starting from Palmyra, Mo., on the 26th of July, 1862, with the assistance of a clerk from the post-office at Saint Joseph, and that this work regularly continued from and after that date.

These letters have recalled recollections of my conversations with Mr. Davis and personal observations which I had the opportunity to make in the fall of 1863, at Saint Joseph and on the cars between that place and Hannibal, and I now feel quite well satisfied that Messrs. Bittinger and Barton truly state the facts concerning Mr. Davis's work in connection with the postal car service.

I talked much with Mr. Davis in Saint Joseph during my visit there (preparatory to a trip on the overland stages), and believe that the idea of assorting mails on the cars, instead of delaying them for that purpose in the distributing post-office at Saint Joseph, was entirely original with himself.

Yours, very truly,

A. N. ZEVELY.

W. H. GORDON, Esq.,
Saint Joseph, Mo.

[Inclosure 45 in Appendix L.]

OFFICE OF T. J. CHEW, JR.,
SAINT JOSEPH, MO., *June* 27, 1884.

DEAR SIR: In the matter of the origination of the present postal system of this country, would say that I know from personal information given to me at the time, winter of 1861 and '62, by Maj. John L. Bittinger, then postmaster of Saint Joseph, and Guy C. Barton, the assistant postmaster, and from frequent conversations with the late W. A. Davis, chief clerk in the mailing department, I am confident that the idea of relieving the then difficult problem of prompt mail service to the Pacific coast was entirely due to the long experience and intelligent ingenuity of Mr. Davis. The only means of reaching the Missouri River by rail at that time was by the Hannibal and Saint Joseph Railroad, which was beset by guerrillas, and constantly out of order, and always late. Mr. Davis's pride was promptness of delivery of mails, and as at that time this was the most important distributing post-office in the far West, an immense labor devolved upon the officers in charge. As Mr. Davis had entire charge of distribution, and all matter pertaining thereto, he finally concluded that the better method would be better to distribute the far Western mails in the baggage cars on the Hannibal and Saint Joseph Railroad en route from Quincy to Saint Joseph. The plan was adopted after some hesitation by the Post-Office authorities at Washington and at Saint Joseph, but almost immediately its practicability being assured, the end of each baggage car was crudely fitted up with cases of pigeon-holes, &c., and the mail service so benefited that Mr. Davis was authorized to have cars built for the purpose and under his direction, and the plan was copied elsewhere, and has now grown into the most perfect system of mail delivery known in any country of the civilized world.

Respectfully, &c ,

T. J. CHEW, JR.

W. H. GORDON, ESQ.,
Saint Joseph, Mo.

[Inclosure 46 in Appendix L.]

OMAHA, *May* 27, 1884.

DEAR SIR: I have your favor of the 10th inst. concerning claim of heirs of the late William A. Davis that he originated the idea of the railway mail service.

At the time of the establishment of the overland-mail service the coaches left Saint Joseph, Missouri, in the morning about three hours after the arrival of the mail train over the Hannibal and Saint Joseph Railroad.

Saint Joseph being the distributing post-office at which the overland mail was made up, the time between the arrival of the mail from the East and the departure of the coach for the West was found too short and Mr. Davis, who was at that time chief clerk

of the mailing department in the Saint Joseph office, suggested sending clerks from our office to Quincy, Ill., to meet the mail, and with authority to open the brass-lock sacks and the Saint Joseph distributing post-office packages, taking therefrom all California letters or letters going by overland stage route. These letters were made up precisely as they would have been at our office, and the records were a part of the records of the office. The superintendent of the Hannibal and Saint Joseph Railroad had a car prepared under Mr. Davis's direction, and Mr. Davis, Mr. Thomas Clark, superintendent of mails at New York post-office, and myself went to Quincy with two clerks from the Saint Joseph office and rode from Palmyra, Mo., to Saint Joseph, Mo., in the first railway postal car that was ever built, so far as I know. The service was so efficient and showed such advantages over the old method of distributing mails that it was at once adopted by the Department, and the service became general.

I have stated, as nearly as I can remember, the circumstances connected with this matter as affecting Mr. Davis.

Yours very truly,

GUY C. BARTON.

VINTON PIKE, Esq.,
Saint Joseph, Mo.

[Inclosure 47 in Appendix L.]

POST-OFFICE, N. Y., *February* 9, 1865.

SIR: Arrived here this morning at 8 from Dunkirk, N. Y., making the first round trip of the post-office cars over that road. We were on the road from 10 o'clock Tuesday evening, owing to a heavy snow-storm which almost stopped our progress. Before arriving here we had assorted the entire mail on the car, and the result was two of the largest size bags filled with letters for Sherman's army at Savannah, one large-size bag for miscellaneous military, one for distribution for Eastern States, assorted in States, except what is made up separate for larger places, two for city delivery, one for papers, one for Jersey and the line of the Washington road, and two for Washington, one of which we sent from Elmira over the Northern Central with all matter for Pennsylvania, which would be hurried by sending that route, and the other was filled and assorted between Elmira and New York, which will be sent through to-night, besides all the local distribution we received. The New York clerks were very much pleased with the way the work was performed, and it certainly saved them more than half the labor which would have been necessary had it come through in bulk. Some of the smaller class were not supplied, owing to a misunderstanding as to the time and train upon which the mail was to arrive, and some because they would not sit up for it. This was to be expected, but a few days will regulate that. Those offices nearest New York, at which the train does not stop, will not be as well satisfied as the balance, as by the new arrangement they will not receive their morning papers unless some of the morning trains can be designated to carry their matter in direct bags.

Thursday's paper mail over this road is very heavy, and the car will not be able to carry all and give the clerks room to work. Mr. Minot says that was all the room required when the agreement was made to build them. Some understanding should be come to immediately to cover such contingencies. They may occur once each week, and it will not answer to have them left over till the next morning.

Cannot an arrangement be made with the Atlantic and Great Western to allow us to use their new cars whenever by accident a car may not be here in time to send out, as was the case last night, a heavy snow-storm preventing us from arriving until twenty hours after that train left? The clerks and mails went out, however, in an old car, but they could not work to advantage. Please let me know. They have their cars built here.

I want to make another trip over the road as soon as possible and have the work properly done before any of the offices have a chance to complain. Excuse so long a letter. I thought you would be interested in the trial trips.

Respectfully, yours,

C. E. WHEELER.

G. W. MCLELLAN,
Second Assistant Postmaster-General.

[Inclosure 48 in Appendix L.]

PITTSBURGH, PA., *November* 9, 1865.

DEAR SIR: * * * The clerks generally are making good progress in their western trips and matter is now brought in here in good shape and constantly improving. The postmaster and his clerks are well pleased with the result so far, but as nearly all has to lay over here from 3 p. m. to 2 a. m. we are not accomplishing the grand object.

To judge of the capabilities and progress of each set, I adopted the plan of joining them at Harrisburg, giving them four hours from Philadelphia to work on their letter

and paper distribution and then looked over what they had done and pointed out mistakes and assisted in finishing up the work. I have run in this way with each set, and with two of them twice, and by doing so have succeeded in establishing a uniformity in the work and in finding out the capabilities of the men. Some of them are not fitted for the positions and could be dispensed with. Others with the requisite experience can easily be found.

Now the next question is: Will the system be extended on the Pittsburgh, Fort Wayne and Chicago route? Mr. McL. gave me permission to call upon the superintendent of that road before I left Washington. Have not been able to see him until to-day. He expressed himself ready to do what the Department desired—favored the project—but like all others who have been approached on the subject, wanted assurances that the Department would allow whatever extra expense, if any, which would follow the putting of the cars on their road. He thinks a whole car should be used and will fit them up as soon as ordered.

According to my notion this system should be put upon two great western routes only, and as all intersecting routes naturally conform to their running time, could be much better accommodated than now by having their matter from the far east and west assorted and but one well-filled bag where many are now necessary. One route should be from say Boston via Philadelphia to Chicago, and the other from New York via the New York Central or Erie to Buffalo and Cleveland to Cincinnati or Saint Louis. Where the labor of an agent on any of the northern and southern routes becomes too heavy, have another appointed as an agent, not a postal clerk. If put upon two trains upon these routes where two clerks would be required upon the heavy run with a whole car, one clerk and half a car would only be required on the light run.

This plan, if adopted, would show good fruits from the start, not only in better accommodating the public, but in cutting down expenses in distribution offices and not be considered, as it now is, almost useless.

* * * * * * *

Respectfully yours,

C. E. WHEELER.

A. B. WALLER, Esq.

[Inclosure 49 in Appendix L.]

INSPECTION DIVISION.

SIR: For the purpose of obtaining more uniformity and efficiency in the railway postal service, and for the further purpose of obviating the necessity of a large amount of correspondence, the Post-Office Department has adopted the policy of selecting upon certain routes one of the head clerks to act as an assistant superintendent, and who will be designated as chief head clerk of the route or line.

You have been selected mainly for your knowledge of the service, your familiarity with the route, and your general fitness and ability to fill that position on the night line of postal clerks on the New York and Erie route between Buffalo and New York.

It will be your duty to confer freely and fully with the postmasters at the terminal and other offices of your routes, with railway postal clerks and route agents on intersecting or connecting railroads, with head and other clerks upon your own route, and with the chief head clerk on the day line of your route, that you may all work in harmony and for the best interests of the service.

It will be your duty, after having obtained all the information possible, to adopt a system of mail distribution, a system of exchanges with other routes and local post-offices, and a system of arranging and labeling all the cars upon your line; and then it will be your duty to "exchange runs" with other clerks that you may run with the other head clerks, correct their distribution and manner of making up mails, and see that a perfect uniformity of practice in making up mails and packages and of exchange with other routes and local offices be made and adhered to. For this purpose you will exchange runs with the clerks as often as the exigencies of the case may seem to require.

You are hereby authorized to give instructions to all head and other clerks on your line, and they are hereby directed to obey these instructions as much as though they emanated directly from the Post-Office Department or the Superintendent of Railway Postal Service.

You will correspond as fully and freely with the Department (always by letter to the Superintendent of Railway Post-offices) as the case may seem to require.

You will receive further instructions from time to time.

Please inform me at once if you accept the position or not.

Very respectfully, &c.,

H. PARK,
Special Agent and Superintendent Railway Postal Cars.

F. W. AMES,
Chief Head Clerk, Erie Railway Post-office (day line),
New York, N. Y.

[Inclosure 50 in Appendix L.]

WASHINGTON, D. C., *October* 17, 1867.

SIR: In organizing the railway postal service on the line between Buffalo, N. Y., and Toledo, Ohio, and on other routes east of the west line of Indiana, I have to submit for your consideration and approval a plan somewhat different from the plan under which the service on railway postal lines has heretofore been established.

It has been found by past experience that there should be, in order to obtain the utmost possible benefits from a railway postal route, a regular and uniform system of distribution among the various sets of clerks upon the same route, a uniformity in making up packages and mails, in the exchange of pouches between the railway postal cars and local post-offices, and in the general working of the service, which cannot possibly be obtained where each set works independently of the others, and where there is not a responsible head of the whole route constantly watching and superintending the work.

It is impossible for a single special agent or superintendent of railway postal service to have that supervisory care over 7 sets of clerks on the New York and Washington line, 6 sets on the Potomac, 5 sets on the Pennsylvania Central, 10 sets on the Erie, and now about to be added 4 or 8 sets on the Lake Shore, 4 sets on the Vermont Central, and 6 sets on the New York and Boston routes, in all 42 sets of clerks, some of them on remote routes, with whom it is impossible for a superintendent to have very frequent intercourse, that is absolutely desirable for the good of the service. Besides this, when each set of clerks is entirely independent of the other sets on the route, and when, in issuing an order of ever so trivial a nature, a letter must be written by the Department or by the superintendent to each of the head clerks on the line a large amount of clerical labor is necessary.

To obviate all this I propose and trust that it will receive your sanction to designate one head clerk on the line, of course selecting the head clerk possessing the most knowledge and capacity and in every way the best qualified for the position, as the actual head of the line, who shall have full charge of the general working of all the sets, be authorized to give instructions in relation to the service on the line to all other clerks on the route, and with whom the Department or superintendent will hold all correspondence in relation to the general service on that particular line.

It will be the duty of the clerk so selected to, from time to time, "change off" with other clerks and alternately run with other head clerks to correct the manner of their doing their work; and he will also confer with the postmasters at the terminal and other offices on his route, and with connecting or intersecting route agents and postal clerks, for the purpose of working in harmony with them, and by their joint knowledge and experience giving the greatest expedition possible in the transmission of the mails.

Of course there can be no compensation offered for this extra service and responsibility above the maximum amount allowed by law for postal-clerk service, but almost any clerk of sufficient capacity for such a position is ambitious enough to consider the honor of the position as sufficient compensation.

This would be my general plan and the plan that I propose in organizing the Lake Shore and other new routes east of the west line of Indiana, and would also recommend it for the Erie and the Pennsylvania Central. It will probably be unnecessary to adopt it upon the New York and Washington and the Potomac lines as the Department and superintendent are so constantly in communication with the clerks on the route.

Respectfully submitted for your approval.

Very respectfully, &c.,

H. PARK,
Special Agent, &c.

Hon. GEORGE WILLIAM MCLELLAN,
Second Assistant Postmaster-General,
Washington, D. C.

[Inclosure 51 in Appendix L.]

WASHINGTON, D. C., *September* 14, 1868.

* * * * * * *

Your idea is correct that all general orders—that a general system of distribution, of exchanges and pouching, should come directly from the superintendent, but I have found it to be the case that where the lines of railway post-offices were so far apart as they are in the East, where only two out of all the lines in operation in the Eastern States terminate at these headquarters, that it was a matter of necessity to have some one on each of the remote routes, at least, in whom I had full confidence, to arrange, direct, and supervise the detail upon each line; and to see that all general orders or in-

structions from the Department or the superintendent, and all special orders of detail by the chief clerks were complied with and carried out. I have not considered it so necessary on the New York and Washington lines, or upon the Potomac route, to adopt this system, from the fact that these two routes, like most of your Western routes, have a terminus at the headquarters of the superintendent, and these can be supervised by the superintendent in person. But even on those lines I believe a chief clerk would be an improvement. I have found the system of chief clerks to work admirably well wherever it has been adopted; as, for instance, on the Pennsylvania Central, the Erie, Lake Shore, and other routes, and the aid that the chiefs have given me in bringing the service upon those routes to so near perfection is almost incalculable. Indeed it could not have been done without this aid. The service upon most of our Eastern lines is heavy, extensive, and complicated; as, for instance, the service on the Erie, where we have a day service and a night service, each varying from the other in many important particulars, and varying so much from each other that no general instructions to one line would hold good for the other. The night line performs service for through distribution and at all express stops, and the day line upon the whole length of the line to all post-offices. The railroads with which we connect and intersect are also quite different in their connections, and it was found necessary on account of this difference in distribution in consequence of these connections that we should have some one on each line who was perfectly conversant with the route and to whom we could intrust the detail. This was our first experiment with a "chief clerk," and the consequence has been that out of the almost perfect chaos in which I found this route two years ago, when it was a by-word and a reproach to the Department, was meeting with the strongest kind of opposition on the part of postmasters, Congressmen, business men, and the whole community, as represented by the press, and when, in consequence of this opposition, it was seriously contemplated on the part of the Department to abandon the whole service as a worthless and very expensive experiment, it has finally come to be a living thing, a perfect success, now having the approbation and support of those who before opposed it; and were its abandonment now even talked of it would bring a perfect army of New Yorkers here to remonstrate against it. And this success is in a great measure attributable to the system of "chief clerks" in whom I had confidence, with whom I communicate, through whom all general orders were promulgated, and who took a special pride in making their line perfect. I consider a chief clerk on a remote line almost as important as a postmaster at a medium-sized office; indeed, I am not sure but that the post-offices at Rome, Utica, Syracuse, Rochester, and other like offices could be run just as well by the appointment of a corps of clerks for each, without a postmaster, but to let these clerks run the office by general orders from the Department, with perhaps an occasional visit from a superintendent, as the New York Central postal cars would run without a chief clerk. But I believe that those post-offices would be run more efficiently by the appointment of a competent postmaster, and that a line of railway post-offices would be much more effective, perfect in its working, and satisfactory to the public by the appointment of a chief of the line, the postmaster of the local and the chief of the railway post-office to be personally responsible, constantly on the watch, and exercising special and direct supervising powers as to the detail of the service in their respective offices.

This is my belief, founded upon the experience of the last year.

Now, a few words in relation to the exchange of any general or special order in relation to distribution that may be given by the superintendent of either division, and the interchange of distribution schemes.

Since I have been located here I have undertaken to perform the whole business pertaining to the superintending the postal service as I found it, the extension of the service, &c., without the assistance of any clerk or detailed clerical help, and notwithstanding I have felt the necessity for that kind of aid, I have felt a delicacy in asking for anything that would increase the cost of what will appear to be a very expensive service. And although I have felt the necessity of having general distribution schemes gotten up for the service in the East, and a record of all such matters kept in this office, it has been absolutely impossible for me to do so. I have therefore been obliged to rely upon each route getting up its own schemes for distribution so far as detail is concerned, and waiting in hope that the time would come when I would have a room to myself, and a clerk or clerks, when I hope to have the service in the East reduced more to a system and a perfect record of all orders for distribution, and all other matters pertaining to the service, properly recorded in the office of the superintendent of the Eastern division.

Our friend Mr. McLellan has promised me that I shall have such a room and such help, but he has not been able so far to accomplish it. It is, however, only a matter of time, and I hope but a short time, and then I shall not only consider it a pleasure but a duty to keep you fully advised of all changes and all orders issued, that you may be advised and act accordingly.

It is my intention, so soon as I can have the room and the help promised, to have all

the chief clerks furnish me with a full list of the distribution upon each line, a full list of pouches opened and distributed, the pouches that they make up, the offices and postal cars with which they exchange pouches, the railroad connections that they make, and all other matters of importance; and then to make a perfect and complete record of the same in this office. I will then be able to make the exchange of information to which you refer.

It was with a view to having the East and the West understand what was being done in each division that I suggested the meeting and conference between yourself, Mr. Jackson, and Mr. Frank. That meeting, I understand, is to take place at Toledo to-morrow, and I most sincerely trust that good results will grow out of it.

I have already drawn this letter to an inordinate length, and although I have much more to say than I have said I will defer it until some future time.

Very respectfully, &c.,

H. PARK,
Special Agent, &c.

Col. GEO. B. ARMSTRONG,
Special Agent, &c., Chicago, Ill.

[Inclosure 52 in Appendix L.]

POST-OFFICE DEPARTMENT,
CONTRACT OFFICE, INSPECTION DIVISION,
Washington, D. C., ——— —, 186-.

SIR: For the purpose of attaining the most speedy transmission of mails, the Postmaster-General has established railway post-offices, and a system of distribution on postal cars while in motion from point to point; and with this new improvement there are connected three classes of post-offices, viz: Head offices, route offices, and railway post-offices.

Head offices are all post-offices on railroads or other routes from which offices not on railroad routes are supplied with mails direct.

Route offices are those post-offices on the line of a railroad or other route, but from which no other route diverges, and through which no other office is supplied with mail.

Railway post-offices are distributing post-offices on railroad or steamboat routes, where the mail is distributed while in transit, the same as in a local distributing post-office.

The following instructions are issued for the government of postmasters and clerks in route offices:

The post-office on the line of a railroad, steamboat, or other route, through which a route office is supplied with mail, is that route office's head office; and the postmaster of a route office should make up his mail for that and other offices as follows:

All letters sent by a route office for delivery from a head office, and all letters sent by a route office for other offices on the same route, and which are not to pass through a head office nor over a railway post-office route, should be mailed direct, the same as under the old system of mailing; and if there be two or more letters for the same office, or if there be a bill for unpaid postage, the letters, or letters and bill for each office, should be tied in a bundle, with a letter bearing the name of the office to which they are intended to go for delivery plainly written on the outside.

The letters intended for offices beyond, and that are to pass through a head office and over a railway post-office route, should be made up in another single compact bundle; but no bills are to be made of either paid or unpaid matter in that bundle, as it is the duty of the last railway post-office or head office through which they pass on the way to their destination to distribute them by offices and to make all bills for unpaid postages. This last-mentioned bundle should have the back of a letter out on each side, but with the name of the head office and the word "dis." plainly written on a facing slip of paper, which must be securely tied to one side of the bundle, or, if wrapped, it should be written on the wrapper.

Route offices on the line of a railway post-office route should send all their letters in a single compact bundle, properly faced, without bills, to the railway post-office clerks, who will distribute and bill the same.

Whenever a route office has twenty or more letters for any one post-office, such letters should be mailed direct.

All general regulations and instructions of the Post-Office Department in relation to making up mails, &c., not in conflict with these special instructions, will be, as heretofore, strictly complied with.

In introducing this peculiar service, the Post-Office Department believes that a very great advantage in the more rapid transmission of the mails will be realized, first, by the whole service being performed on the fastest trains upon the line, and not upon the slow accommodation trains; and, second, by having the mails distributed while in transit—

bags and pouches made up and ready to be transferred from train to train with all the rapidity that passengers and their baggage can be transferred and forwarded, and not be obliged to suffer the delay incident to the route-agent service by being sent into district post-offices for distribution. It is also believed that a reduction in the labor of most offices will follow, and in the larger distributing post-offices the decrease in the labor will be so much as to reduce somewhat the clerical force in those offices.

It must not, however, be expected that these results will be attained at once, for the change from the old to the new service will be radical, and it will take time and experience for the postal clerks to become entirely proficient in the discharge of their duties.

The Department hopes and expects that postmasters and all others in the mail service will render all their aid in carrying out the designs of the service; and during the first few weeks after its introduction, instead of finding too much fault with the few but unavoidable errors and mistakes that will of necessity occur, lend their cordial assistance in having the errors rectified and the faults corrected.

Very respectfully, &c.

GEO. WM. McLELLAN,
Second Assistant Postmaster-General.

APPENDIX M.

LETTERS ON POSTAL REFORM.

A PROPOSED CHANGE IN THE ECONOMY OF THE POSTAL SERVICE OF THE UNITED STATES, BY GEORGE B. ARMSTRONG, CHICAGO, ILL.

The following letters, originally addressed to A. N. Zevely, esq., Third Assistant Postmaster-General, on the subject of reform in the "economy of the postal service in the United States," are published in this form with a view to obtaining an expression of opinion as to the merits of the plan proposed therein and its adaptability to the wants of the service. That a reform is needed is evident to every one practically acquainted with our postal arrangements. In what way this reform is to be attained, these letters are designed to point out. There may be other plans elaborated, if any at all have been, better designed to accomplish the end proposed. However that may be, the author claims a careful consideration of his plan as the partial result of a critical study of the present system during a long experience in the service.

These letters treat only of the disposition of arrangement of the postal system to insure the utmost attainable celerity in the transmission of correspondence through the mails. Other questions are left out of view.

CHICAGO, *June*, 1864.

No. 1.

CHICAGO, *May* 10, 1864.

SIR: It is a matter of congratulation that an effort is to be made to introduce a reform in the postal system of this country. What this effort will be and what result is contemplated, I am not precisely informed. It is fortunate, however, that whatever effort is made is to be under your able and experienced management.

The present postal system, no doubt adapted to the simple requirements of the service in its early days, when the accounts of the Department were comprised in the £ *s. d.* ledger kept by the Postmaster-General, is inadequate to the enlarged demands of the advanced civilization of the present day. It ought to be replaced by a system combining greater simplicity with cheapness and adaptability to the avowed ends to be accomplished by its introduction. Although it would doubtless be difficult to a certain degree to introduce a system under the present precarious tenure of office which would at once violently revolutionize the order of things, yet such changes may be made as would gradually, yet effectually, accomplish the purpose, retaining so much of the present system as would not bring improvements into too sudden conflict with long habit and practice.

Among those practically conversant with the present method of making up mails some of the objections against its continuance are a want of compactness, a diffuseness, so to speak, in the system of mailing direct to the extent required by the existing regulations

of the Department, the length of time required for post-billing, filling out and completing the records, wrapping and directing the packages, and in bagging, especially in the large offices; the necessity, therefore, of closing the mails at the post-office to the local public at an unseemly length of time before the actual time of departure of the mails from the post-office, and the consequent liability to make errors in distributing and directing packages in haste, which generally attends the operation. The latter objection has the more force from the fact that no small amount of misdirected packages, as is well known to the Post-Office, daily travel in the mails which under the regulations may be opened only at the post-offices addressed. Add to these the cost of wrapping-paper used, post-bills, and other blanks in enormous quantities, with the unavoidable waste attending their use, and the objections gather weight on the score of economy of time and cost. These may be regarded as minor points in a comprehensive plan, but on the score of economy of time and cost one of sufficient importance to start the inquiry whether such changes in the arrangement, regulation, and government of the system can be introduced as would bring about a permanent benefit in these respects, and for the greater purpose of freeing the system of its present perplexities and hindrances, for the public welfare. The great fact of reform, however, lies beyond these, and may be reached, probably, only through progressive steps in the work of improvement.

Certainty and celerity in the transmission of letters are primary considerations. No postal system may be regarded as perfect that does not give to the whole public the largest possible facilities in extent and frequency of communication between all important places and rapid frequent local deliveries. All parts of our country are closely identified with each other in a great common interest—the fullest development of commercial and social prosperity. In the attainment of this grand result the post-office performs an important part; to it are committed great trusts and from it are expected the highest advantages to the people. The working out of this reformation in the service is second in universal interest to no other measure touching the welfare of the public at large. This final result may be attained by wise planning and patient, persistent effort, beginning the reform with the simplest changes, for the reason hereinbefore named, and gradually introducing the more radical improvements till the end is accomplished.

No. 2.

CHICAGO, *May* 14, 1864.

DEAR SIR: The outline of the plan which I submit for your consideration for a change in the present postal system to secure greater efficiency, certainty, and celerity therein, I will state as briefly as I can to be rightly understood. I premise it by saying that the improvements I propose look to the abolition of the system of mailing direct to the extent now required by the existing regulations of the Post-Office Department, and the substitution therefor of a system of distributing on the lines of railroads by railway clerks for offices on railroad routes, and by those offices for other offices supplied from them; the introduction of a system of multiplied and frequent interchange of mails between places of important intercommunication, and, finally, a full transfer of distributing duties, as near as may be, to traveling railway post-offices, in order to secure the utmost dispatch and frequency in the transmission of letters. I elucidate under the following heads, viz:

1. Classification of post-offices.
2. Traveling post-offices.
3. The duties of each class of offices.
4. The duties of traveling post-offices.
5. The method of making up and post-billing mails.

I.—CLASSIFICATION OF POST-OFFICES.

Post-offices should be divided into four classes, viz:
Distributing offices.
Assorting offices.
Head (or supply) offices.
Route (or intermediate) offices.

Distributing offices shall be such post-offices as may be designated by the Posmaster-General, to be determined by geographical situation with reference to population, the frequency of local supplies to and from such offices, and the importance of the correspondence, the frequency of communication with other important offices, and such other considerations bearing on the case as may be deemed of sufficient consequence to make them serviceable to the greatest practicable extent in the design of their selection.

Assorting offices shall be those post-offices which are the initial and terminal offices of railroad routes, not distributing offices, and such other offices and railroad routes as may be located at railroad crossings or connections, and such other offices on other routes, not railroad routes, as may be deemed expedient by the Postmaster-General.

Head (or supply) offices shall be all post-offices which are the initial and terminal offices of routes, not railroad routes, not distributing or assorting offices, excepting such terminal offices as are not the offices of supply for any route, and excepting also such offices, either head or terminal offices, of such routes, as may be deemed expedient by the Postmaster-General.

Route (or intermediate) offices shall be all other post-offices situated on railroad and other routes which are not offices of supply for any other route.

II.—Traveling post-offices.

The classification of offices above given is for the two-fold purpose of arranging a system of mailing combining more comprehensiveness and simplicity than the present one, and thereby to attain greater accuracy in the dispatch of letters. And in the case of distributing offices the design in the classification is so to relieve them of the vast amount of letters now necessarily thrown upon them under the present system as to enable them, together with the assorting offices in the classification given, to make more extended and frequent interchange of mail with other offices of the same classification, both for local delivery and distribution. But the main feature of the plan which after its introduction and final adaption to the service would undoubtedly lead to the most important results is the system of railway distribution. To carry out the true theory of postal service there should be no interruption in the transit of letters in the mail, and, therefore, as little complication in the necessary internal machinery of a postal system as possible, to the end that letters deposited in a post-office at the latest moment of the departure of the mails from the office for near or distant places should travel with the same uninterrupted speed and certainty as passengers to their places of destination as often as contracts with the Department for transportation of the mails permit. It is well known to the public that passengers traveling over railroad routes generally reach a given point in advance of letters, when to that given point letters must pass, under the present system, through a distributing office; and when letters are subjected to a distributing process in more than one distributing office, as is largely the case now, the tardiness of a letter's progress toward its place of destination is proportionately increased. But a general system of railway distribution obviates this difficulty. The work being done while the cars are in motion, and transfers of mails made from route to route and for local deliveries on the way as they are reached, letters attain the same celerity in transit as persons making direct connections. This is obvious; but to reach this perfection would necessarily be a work of time. The plan I now submit looks to that end in time; and if it be proved by trial to be adapted to the service in a new form, the time may not be distant.

In passing, however, to this final improvement I remark that the classification of officers above given would be so far changed as to abolish the distinction between distributing and assorting offices, reducing the former to the character with the simple functions of the latter. The other question of frequent local deliveries in cities and towns by carriers I will not touch upon only so far as to say that the two questions are correlative; and that the success of one depends upon the perfection and thoroughness of the other. To carry out the design, therefore, each railroad corporation under contract with the Post-Office Department, or otherwise, employed in transporting the mails shall furnish for the exclusive use and occupancy of the railway clerks a sufficient number of cars suitable in dimensions and conveniences as may be deemed necessary for the proper discharge of distributing and other duties; these cars, or railway post-offices, to be under the direction and control of the Department while the corporation is engaged in carrying the mail.

III.—The duties of each class of offices.

Adopting the classification proposed above, the duties of the several offices therein will be readily understood.

The duty of route offices will be very simple. Postmasters of such offices not on railroad routes will post-bill and mail direct all letters for offices on other routes (without reference to any indorsement thereon by the writers to the contrary); they will post-bill and mail on the nearest head office on the proper route to the place of their destination.

When route offices are situated on railroad routes the postmaster thereof will post-bill and mail letters for other offices on their own routes, as well as letters for offices on other routes on the traveling post-office through which they should first pass to the office of delivery,

The duty of head offices will be equally as simple as those of route offices.

Postmasters of head offices will post-bill and mail all letters deposited therein for mailing and received from other offices in the manner following:

All letters for offices on the routes of which such offices are the head offices will be mailed and post-billed direct; and all letters for offices on other routes will be post-billed and mailed on the traveling post-office, the nearest assorting office, or head office on the proper route to the office of delivery, as the case may be, in the same manner as route offices.

The duties of assorting offices will be of a more general character than that of either of the above offices; and, although confined to narrow limits in their operations, they will have many of the characteristics of distributing offices.

Postmasters of assorting offices will post-bill and mail all letters deposited therein for mailing and received from other offices in the manner following:

All letters for offices on routes not railroad routes of which such offices are the initial or terminal offices will be post-billed and mailed direct.

All letters for offices on other routes not railroad routes, excepting routes supplied through head offices on railroad routes, will be post-billed and mailed on the nearest head office on the proper route to the offices of delivery.

All letters for offices on railroad routes for which such offices are the assorting offices, and for offices supplied through head offices on railroad routes, will be post-billed and mailed on the traveling post-offices. And all letters for offices on other routes, railroad or otherwise, which should properly pass over such railroad routes to the offices of delivery, excepting those which should be sent to distributing offices, other assorting offices, or other traveling post-offices, as the case may be, with which regular exchange of mail in through bags is made, will be post-billed and mailed on the traveling post-office.

It will also be the duty of this class of offices to make regular exchange of mails in through bags with other principal assorting offices, distributing offices, and traveling post-offices, as far as may be deemed expedient, for the purpose—first, of expediting the transmission of letters for such offices and for offices supplied through them—secondly, to secure semi-daily dispatch of mails, or as often as contract with the Post-Office Department for the transportation of mails permit it, between important places; and, thirdly, to lessen the amount of distribution in the traveling post-offices.

All letters, therefore, for places immediately supplied from either of the offices with which regular exchange of mails in through bags is made will be post-billed and mailed on the office from which the supply is due; and letters for places beyond the offices with which such exchange of mail is made shall be mailed on the last exchanging office on the proper route to the offices of delivery.

Postmasters of distributing offices will post-bill and mail all letters deposited therein for mailing and received from other offices for distribution in the manner following:

All letters for offices on routes not railroad routes of which such offices are the initial or terminal offices will be post-billed and mailed direct.

All letters for offices on other routes not railroad routes, excepting routes supplied through head offices on railroad routes, will be post-billed and mailed on the first head office through which they should pass on the proper route to the offices of delivery.

All letters for offices on railroad routes for which distributing offices are the office of supply, and for offices supplied through head offices on such railroad routes, will be post-billed and mailed on the traveling post-offices; and all letters for offices on other routes, railroad or otherwise, which should properly pass over such railroad routes to the offices of delivery, excepting those which should be properly sent to other distributing offices, or assorting offices or traveling post-offices, as the case may be, with which regular exchange of mails in through bags is made, will be post-billed and mailed on the traveling post-offices.

As in the case of assorting offices, it will be the duty of distributing offices to make regular exchange of mails in through bags with *all* distributing offices, with all *principal* assorting offices and traveling post-offices other than those on railroad routes of which they are the initial or terminal offices, or otherwise. And the same method of postbilling and mailing letters for the offices and for distribution, with which regular exchange of mail in through bags is made, will be observed.

So far the duties of distributing offices are precisely similar to those of assorting offices. The importance of the former over the latter lies in the fact that they will necessarily handle for distribution a greater number of letters, because being selected for distributing duties with a view to centrality of location to populous routes and concentration of correspondence passing between distant points, greater accumulations in transit fall upon them, and hence the operations of such offices must take a wide range; and in the other respect that it will be their duty to make frequent and multiplied exchanges of mails for delivery and distribution in through bags with *all* offices of their own class (as well as for assorting and traveling post-offices, as far as they may be instructed), with the end al-

ways in view of expediting the transmission of letters between distant places. The operations of a distributing office must always be subservient to and controlled by the interest of the correspondence committed to its care. The speediest transmission of letters to places of their destination must be the chief aim of their labors, and therefore must be observed in the discharge of their responsible duties the closest discrimination in forwarding letters to other offices with which regular exchange of mails is made, so that they will not be subject to an unnecessary distribution or retention on the way.

The number of this class of offices should be limited to the present necessity for them in the working of the new system.

IV.—The duties of traveling post-offices.

More important than either of the foregoing offices in a thoroughly efficient postal system is the traveling post-office.

It will be the duty of clerks of traveling post-offices to receive letters at railway stations up to the latest moment of the departure of the trains, and all letters received at such offices from other offices, as well as those deposited therein for mailing, will be postbilled and mailed in the following manner:

Regular exchange of mails will be made by the traveling post-office with each office on its route. Mails will be made up while the cars are in motion. All letters for offices on the route will be postbilled and mailed on them in order as they are reached by the train, and all letters for offices on other routes, not railroad routes, supplied through head offices on such railroad route will be postbilled and mailed on the head office from which such supply is properly made.

All letters for offices on other routes, railroad or otherwise, not supplied through either of the head offices on such railroad route, excepting letters for offices which should properly be sent to distributing offices, assorting offices, or other traveling post-offices with which regular exchange of mail in through bags is made, will be postbilled and mailed on the assorting office at the beginning or end of such railroad route, or at the railroad crossings or connections, as the case may be.

It will also be the duty of this class of offices to make regular exchange of mails in through bags with distributing offices and assorting offices, as far as may be deemed expedient, and especially with other traveling post-offices in order to expedite the transmission of letters to the greatest extent attainable on their way to the places of their destination.

It will also be the duty of this class of offices to make regular exchange of return bags with each other on their respective routes, to the end that letters mailed on them in error by offices on their own routes, or sent to them by other offices, while going in one direction which should, on the proper route to the offices of delivery be sent in the opposite direction, the correction may be made and the letters returned at the point on the route where the traveling offices meet.

No. 3.

Chicago, *June* 10, 1864.

Sir: By reference to Chapter IV of the Regulations of the Department in the edition of 1859, it will be seen that the instructions to postmasters in regard to the manner of forwarding letters would be, by the system proposed, null and void. Section 41 of the chapter named, reads thus:

"Every postmaster will mail and post-bill *direct* to the place addressed: first, all letters for his own State or Territory; second, all letters for post-offices in other States and Territories, which should not pass through a distributing office on their proper route to the office of delivery; and third, all letters on which the instruction "mail direct" shall be written. Letters not required by the foregoing provisions to be mailed direct shall be postbilled and mailed to the distributing office through which they should first pass on the proper route to their place of destination—unless the mailing office be a distributing office.

All letters received at a distributing office for distribution or deposited therein for mailing, and which are addressed to any other distributing office or to places in the State or Territory where such distributing office is situated, or to places not more than 100 miles distant from such distributing office, or which would not pass through a distributing office on the proper route to the office of delivery, *shall be mailed direct;* but if the office of delivery is *more* than 100 miles from such distributing office, and the letters should properly pass through one or more distributing offices, they shall be mailed and postbilled to the *last* distributing office through which they are to pass on their routes to the office of delivery."

Mailing direct to the extent required by the above instructions is one of the objections

referred to in a previous letter, and for the reasons therein given is entitled to weight. Other objections not necessary to point out will be suggested by a comparison of the method of forwarding letters described in the instructions quoted with that proposed in these letters. It is proper to repeat, however, that both in large and small offices misdirections of packages are known to be frequently made; and this constant exposure to liability of misdirection of whole mails is very objectionable. There is only one way to remedy this: To dispense with the use of wrappers entirely, except in the case of mails to distant places where they are required to protect letters from attrition and separation in transit. In the plan submitted wrapping will be done away with excepting in the cases just named; and as the quantity of paper used for this purpose will be comparatively trifling, the saving in this item of expense will be considerable, while the objections to the use of wrappers are removed. Another great item of tax on the revenues of the Department is incurred by the use of enormous quantities of post-bills and other necessary blanks in the present system. It is not proposed to do away with post-bills and other blanks altogether, but the quantities used will be very largely reduced and the expenditures therefor of course will be reduced in proportion. The saving of cost, however, would doubtless be secondary to the benefits to the people secured by a simplified system to which reference has been already made.

V.—The method of making up and postbilling mails.

The form of the post-bill now in use need not be changed (as it is simple enough for the purpose designed) except a slight alteration in size and arrangement. It is proposed to do away with separate bills for delivery and distribution, excepting to distributing offices and principal assorting offices, where separate packages for delivery and distribution are essential to prevent delay in the necessary assorting of letters for rapid local deliveries, and in the distributing of letters for immediate outgoing mails, and to confine the entries in all other cases to one post-bill for each mail. The alteration referred to will simply be an elongation of the post-bill, and a division into two spaces—the upper space to be headed "for delivery," and the lower one "for other offices." And for the sake of uniformity and simplicity the two kinds of blanks—"mails received," and "mails received for distribution"—should be merged into one.

The different offices as classified, and in accordance with their duties as elsewhere defined, will make up and post-bill as follows:

Postmasters of route offices, after carefully assorting letters deposited therein for mailing, will enter them on the post-bill in the usual manner in the appropriate columns under the proper head "for delivery," in the case of letters for other route offices, and "for delivery" and "for other offices" in the case of letters for head offices and offices supplied through them.

The post-bill being completed, the postmaster will carefully fold it with the letters entered thereon and tie the whole securely with twine in one compact bundle, taking care first to see that the facing letters clearly indicate the office for which the package is destined. Wrapping paper will not be used.

When a route office forwards letters for offices on other routes supplied through a head office, on such head office the facing letter should be one addressed to such head office to indicate the place of destination of the package; and in case there should be no letter addressed to such head office in any particular package, then the post-bill must be carefully wrapped around the letters forming the package and securely tied, so that the name of such head office in the post-bill may be distinctly seen instead of a facing letter.

Postmasters of head offices, after carefully assorting letters deposited therein for mailing and received from other offices for other offices, will enter them on the post-bill in the usual manner in the appropriate column under the head of "for delivery" in the case of letters for route offices supplied *direct* by them, and "for delivery" and "for other offices" in the case of letters for delivery from other head offices and for offices supplied through them. Letters deposited therein for mailing and received from other offices for assorting offices and for other offices, which should be mailed on assorting offices for distribution, will be entered on separate post-bills—letters for delivery from the assorting offices entered under the head of "for delivery," and made up in separate packages with the post-bill relating thereto and securely tied, the facing letter indicating the assorting office, for which each package is destined; and letters for distribution will be entered under the head of "for other offices," and made up also in separate packages with the post-bill relating thereto and securely tied, the post-bill itself indicating the place of their destination. Letters for offices supplied by traveling post-offices and for distribution will be entered on the post-bill of course only under the head of "for other offices." Wrapping paper will not be used.

Postmasters of assorting offices, after carefully assorting letters deposited therein for mailing and received from other offices for distribution, will enter them on the post-bill

in the usual manner, in the appropriate columns, under the proper heads, "for delivery" in the case of letters for route-offices supplied direct by them, taking care, before the package with the post-bill relating thereto is finally made up and tied, to see that the facing letters legibly indicate the office for which it is destined. And all letters for delivery from head offices not on railroad routes, and for other offices supplied through such head offices, will be entered on the post-bill in the manner above described, if for delivery, and under the other head if for other offices supplied through them, the packages to be made up with the respective post-bills relating thereto, and tied in the same manner as described above. Letters thus made up for a head office will be comprised in one compact bundle with one post-bill. Wrapping paper will not be used.

All letters for offices on railroad routes, and for offices supplied through head offices on railroad routes, and all letters for offices on other routes which should properly pass over railroad routes to the place of their destination, excepting those which should be sent to distributing offices, or other assorting offices with which regular exchange of mail is made, to be mailed, as elsewhere stated, on the traveling post-offices, will be entered on the post-bill under the head of "for other offices," and, with the completed post-bill, made up in compact bundles and securely tied with twine. Wrapping paper will not be used.

All letters for other principal assorting offices and for distributing offices with which regular exchange of mails in through bags is made, for delivery and distribution, will be entered under the proper heads, "for delivery" or "for other offices," on separate post-bills; and the letters for delivery and for distribution will be made up in a separate package or packages, with the completed post-bill relating thereto, strongly wrapped and tied, and each package plainly directed to the office to which it is to be sent—that containing letters for distribution to be distinguished by the addition on the wrapper to the name of the office for which it is destined of the word "distribution," or its abbreviation, "dis."

Postmasters of distribution offices, after carefully assorting letters deposited therein for mailing and received from other offices for distribution, will enter them on the post-bill and make up the mails in the same manner precisely as assorting offices.

It is believed that the system herein set forth commends itself to the judgment and experience of experts in the service. It strips the service of its numerous hindrances for work, simplifies the labor, and through this the end sought in all postal reforms is arrived at.

With this reform other questions, intimately connected with its machinery and regulation, will arise, but these are not, and need not, be referred to here. They will be met as they are presented. The principal work of the postal system is described in these letters, and that is what is first most needed to be provided for.

If the reform be adopted, or any part of it, it is proposed to arrange a system of regular exchange of sealed bags or small lock-pouches, for security of letters, by route offices with each other and with head offices, and by head offices with each other and route offices supplied by them, in such a manner as to effectually check irregularities in the forwarding of mails.

APPENDIX N.

RAILROAD WEIGHT CIRCULAR.

UNITED STATES POST-OFFICE DEPARTMENT,
CONTRACT OFFICE,
Washington, ——— —, 186–.

SIR: The Postmaster-General is required by act of Congress to arrange and divide railroad routes into classes "according to the size of the mails, the speed with which they are conveyed, and the importance of the service," so as to "insure, as far as may be practicable, an equal and just rate of compensation, according to the service performed, among the several railroad companies of the United States, for the transportation of the mail." An accurate statement of the amount of mail matter conveyed on each route being therefore necessary, you are requested to weigh all the through mails and way mails which may be conveyed, in both directions, to and from each station on your road. Route No. ———, between ——— and ———, for thirty consecutive working days, commencing on the ——— of ———, 186–. The result you will please state in the annexed tabular form, placing in column 1 a list of the stations; in column 2, under the head "Received," the weight of the mails conveyed to each station; in column 3, under the head "Sent," the weight of the mails conveyed

from each station; in column 4 the weight of the mails sent ——; in column 5 the weight of the mails sent ——. The footings of column 2 and 3 will balance each other, as they will each show the whole amount of mails conveyed over the route in both directions; and either will equal the united footings of columns 4 and 5, which will show the amounts of mails conveyed in opposite directions. Some competent officer of your company will certify to the accuracy of the statement, and return it to this office.

A convenient arrangement will be to place a correct platform-scale on each car conveying mails; weigh all through and way mail as it comes on the car at each station, and credit the station with the amount under the head "Sent," noting the direction in which it is to be conveyed; weigh all through and way mail matter again as it is put off the car at each station, charging the station with the amount, under the head "Received." Memoranda of the daily weights should be kept, and the final results only stated in this printed form.

Please acknowledge the receipt of this circular.

Very respectfully, your obedient servant,

GEO. WM. McLELLAN,
Second Assistant Postmaster-General.

To —— ——.

[Slip appended to the circular.]

Please return with this circular a description of the accommodations provided on your road for the mails and agents of the Department, stating the dimensions, fixtures, and furniture of the car or apartment allotted to their use. State also how many times per week the mails are carried on the route in each direction.

[SECOND CIRCULAR.]

POST-OFFICE DEPARTMENT, CONTRACT OFFICE,
Washington, August 1, 1867.

SIR: The "railroad weight circular" sent to your address from this office, requesting you to weigh the mails conveyed on route No. ——, between —— and ——, for thirty consecutive working days, commencing on the 1st April, 1867, and to state the result in the tabular form furnished in the circular, to be certified by some competent officer of your company and returned to this office, with a description of the accommodations provided for the mails and agents of the Department and a statement of the number of times per week the mails are carried on the route in each direction, has not been returned as requested.

As intimated in the circular, the information sought is intended to be used by the Department so as to "insure, as far as may be practicable, an equal and just rate of compensation, according to the service performed, among the several railroad companies of the United States, for the transportation of the mail."

A majority of the roads in the service of the Department have responded to its call, and their returns have been carefully analyzed and placed on record. A complete accomplishment of the task of classifying the railroad routes, "according to the size of the mails, the speed with which they are conveyed, and the importance of the service," as the law requires, is, however, impossible in the absence of reports from the proprietors of *all* the roads, such as the Department contemplated in addressing to all, without exception, "the railroad weight circular."

The returns received will be published. Of course, roads refusing or failing to respond to the circular will incur the imputation (whether justly or otherwise) of unwillingness to exhibit the amount and character of the service they perform for the Department, in comparison with other roads receiving equal compensation; and upon any future call or opportunity for the readjustment of the pay for transporting mails on such roads, the information which has been asked for will be deemed indispensable.

Permit me to urge, therefore, that, if you have weighed "all the through mails and way mails" conveyed on the above described route "for thirty consecutive working days," as requested in the circular, you will state the result in the prescribed form, and communicate it to this office; or, if you have not yet taken the weight, that you will do so, and submit your report with the least delay practicable.

A blank form of the circular is inclosed.

The Department will be pleased to hear from you at once on this subject.

Very respectfully, your obedient servant,

GEORGE WM. McLELLAN,
Second Assistant Postmaster-General.

To —— ——,

APPENDIX O.

[FORM OF POST-BILL.]

(POST-BILL.)

THROUGH MAIL.

FOR WASHINGTON.

SOUTHWESTERN ROUTE.

LEFT NEW YORK, N. Y.

Month.	Day of month.	Hour.
....., 186..	.....	..... M.

REACHED WASHINGTON.

.....	.....	..... M.

APPENDIX P.

No. 13.—CIRCULAR OF INSTRUCTIONS.—THROUGH MAILS.—OVERLAND ROUTE TO CALIFORNIA.

POST-OFFICE DEPARTMENT, CONTRACT OFFICE,
Washington, D. C., September, 1869.

1. Between New York and San Francisco the route of the through mails is as follows, viz: From New York, N. Y., via Harrisburg, Pa.; Pittsburgh, Pa.; Chicago, Ill.; Omaha City, Nebr.; Cheyenne City, Wyo.; Bryan, Wyo.; Uintah, Utah; Corinne, Utah; Promontory, Utah,; Indian Creek, Utah; Elko, Nev.; Argenta, Nev.; Winnemucca, Nev.; Sacramento City, Cal.; Stockton, Cal., and Oakland, Cal., to San Francisco, Cal., and back. This route runs from New York over the Central Railroad of New Jersey to Harrisburg, the Pennsylvania Railroad to Pittsburgh; the Pittsburgh, Fort Wayne and Chicago Railroad to Chicago; the Chicago and Northwestern Railroad to Omaha City, the Union Pacific Railroad to Promontory; the Central Pacific Railroad to Sacramento city; and the Western Pacific Railroad to San Francisco.

2. The through mails from Washington and from Philadelphia for San Francisco connect at Harrisburg with the route described in paragraph 1—the route from Washington, D. C., running over the Washington branch of the Baltimore and Ohio Railroad to Baltimore, Md., and the Northern Central Railroad to Harrisburg, Pa., and the route from Philadelphia, Pa., over the Pennsylvania Railroad to Harrisburg, Pa.

3. The through mails from Boston for San Francisco connect at Chicago with the route described in paragraph 1—the route from Boston, Mass., running over the Boston and Albany Railroad to Albany, N. Y.; the New York Central Railroad to Buffalo, N. Y.; the Buffalo and Erie Railroad to Erie, Pa.; the Lake Shore Railway to Toledo, Ohio; and the Michigan Southern and Northern Indiana Railroad to Chicago, Ill.

4. The through mails from Cincinnati for San Francisco connect at Chicago with the route described in paragraph 1—the route from Cincinnati, Ohio, running over the White Water Valley division of the Indianapolis, Cincinnati and La Fayette Railroad to Hagerstown, Ind., and the Columbus, Chicago and Indiana Central Railroad to Chicago, Ill.

5. The through mails from Saint Louis for San Francisco connect at Omaha City with the route described in paragraph 1—the route from Saint Louis, Mo., running

over the North Missouri Railroad to Macon, Mo., the Hannibal and Saint Joseph Railroad to Saint Joseph, Mo., and the Saint Joseph and Council Bluffs Railroad to Omaha City, Nebr.

6. Through mails from Denver City, Colo., connect with the route described in paragraph 1 at Cheyenne City, Wyo., on the Union Pacific Railroad.

7. Through mails from Salt Lake City, Utah, connect with the route described in paragraph 1 at Uintah, Utah, on the Union Pacific Railroad.

8. It is the purpose of the Department to have records kept showing the times of the arrivals of mails as follows, viz:

At San Francisco, from New York, from Washington, from Boston, from Cincinnati, from Chicago, from Saint Louis, from Omaha City, from Denver City, from Salt Lake City, from Promontory, and from Sacramento City.

At Sacramento City, from San Francisco, from New York, from Washington, from Boston, from Chicago, from Saint Louis, from Omaha City, from Denver City, from Salt Lake City, and from Promontory.

At Salt Lake City, from San Francisco, from Sacramento City, from New York, from Washington, from Boston, from Chicago, and from Saint Louis.

At Denver City, from San Francisco, from Sacramento City, from New York, from Washington, from Boston, from Chicago, from Saint Louis, and from Omaha City.

At Chicago, from San Francisco, from Sacramento City, from Salt Lake City, from Denver City, from Omaha City, from Washington, from Boston, and from Cincinnati.

At Saint Louis, from San Francisco, from Sacramento City, from Salt Lake City, from Denver City, and from Omaha City.

At Cincinnati, from San Francisco, from Sacramento City, and from Chicago.

At Washington, from San Francisco, from Sacramento City, from Salt Lake City, from Denver City, and from Chicago.

At Boston, from San Francisco, from Sacramento City, and from Chicago.

At New York, from San Francisco, from Sacramento City, from Promontory, from Salt Lake City, from Denver City, and from Omaha City.

9. To enable postmasters to keep such records accurately and with facility, post-bills of a particular form are printed and furnished to the postmasters at the points named in paragraph 8.

In these post-bills blanks are provided in which to enter the month, day, and hour of the departure of the mail from the mailing office for the points at which the records are to be kept, and also blanks in which to enter the month, day, and hour of arrival at the points at which the records are to be kept.

10. One of these post-bills, with the first-mentioned blanks carefully and properly filled, must accompany every mail dispatched from either of the points named in paragraph 8 for points at which records are to be kept.

11. On the arrival of mails, accompanied by these post-bills at either of the points at which records are to be kept, the post-bills are to be gathered by some reliable clerk, designated for the purpose, who shall carefully note thereon, in the proper blanks, the month, day, and hour of their arrival.

12. From the memoranda thus prepared, the postmasters at San Francisco, Sacramento City, Salt Lake City, Denver City, Chicago, Saint Louis, Cincinnati, Washington, Boston, and New York, will each make up, monthly, a "through mail record," in a form printed and furnished to them for the purpose, of the arrivals of the mails daily from the points indicated in paragraph 8, which records must be forwarded promptly, at the close of each month, to the contract office, in an envelope superscribed with the words "through mails."

13. Postmasters, special agents, railway post-office clerks, route agents, local agents, and others employed in the service of the Post-Office Department, are enjoined to familiarize themselves with these instructions, and to use all diligence and carefulness to have them strictly and faithfully carried out.

Respectfully,

GILES A. SMITH,
Second Assistant Postmaster-General.

APPENDIX Q.

POST-OFFICE DEPARTMENT,
OFFICE OF THE SECOND ASSISTANT POSTMASTER-GENERAL,
MAIL EQUIPMENT DIVISION,
Washington, D. C., July 22, 1884.

SIR: In obedience to your request for a detailed statement of any knowledge I may have of circumstances connected with the establishment of the railway post-office in the United States, I have the honor to submit the following account, being an outline of events leading to and connected with the introduction and final establishment

of the railway post-office in the postal service of this country. It is perhaps proper to premise, that I have never been connected with that very important branch of the service, but that many years before its establishment my attention was directed to the subject, by an official and personal friend, long since deceased, a gentleman who, though of a retiring disposition and diffident manners, possessed a keen and vigorous mind, fitted and trained to the investigation of scientific truths, and a person remarkable for the extent and accuracy of his knowledge of postal affairs.

Learning from him the great utility of the railway post-office system, and the need of it in the postal service of this country, I looked with lively interest, for years, to its future establishment, as a measure which would rapidly advance the usefulness of the mail service and reflect very great credit upon the Department.

The railway post-office, "traveling post-office," as styled in England, or "Le Bureau Ambulant," as styled in France, seems to have been first brought officially to the attention of the Department in 1848, by Hon. Selah R. Hobbie, First Assistant Postmaster-General, then in charge of the contract office.

In 1847 he was sent to Europe by the Postmaster-General (Hon. Cave Johnson), to inquire into and report on the postal systems of England and France.

After his return he made an interesting report on the objects of his mission, and the same was communicated by the Postmaster-General to the House of Representatives, December 22, 1848, in compliance with a resolution calling for it.

In his report Mr. Hobbie described somewhat briefly the functions of the traveling post-office in England. He was evidently not favorably impressed with its adaptability to the postal service of this coutry at that time; and that fact probably accounts for his not having dwelt more at length upon that topic.

While he admitted it gave dispatch to the mails, he considered it too expensive for this Department, adding, as a further objection, that *"our cars do not run with sufficient steadiness for so much clerkly work"*.

Distribution or bagging of mails is so inseparably connected with the origin of the railway post-office in this country that any account of the latter without some reference to the former would probably not convey a just idea of the utility of the railway post-office. Perhaps, therefore, a digression taking in a cursory view of the condition of distribution before the introduction of the railway post-office may not be irrelevant.

It may, perhaps, be unnecessary to explain, in the first place, that to dispatch direct separate bags from every post-office in the United States to each place, near and remote, for which letters or packets of mail matter are received for mailing, is practically impossible. From a great many places the bags would be as numerous as the letters, and, everywhere, as various as their destinations. As very nearly the square of any given number of post-offices interchanging direct bags would be the number of bags required for only one dispatch or interchange between them, and a repetition of that number, or nearly so, would be necessary until the return of those first dispatched, it is evident they would amount, with nearly fifty thousand post-offices, to very many millions, and that vastly more than the entire present gross revenues of the Department would be inadequate to either purchase the bags or to pay for their transportation; in fact, it would be impossible to handle, assort, and forward such prodigious quantities of bags. Hence it is an absolute necessity—more imperious as the number of post-offices becomes greater—to mass and consolidate mail matter by the art of distribution, consisting of the processes of sorting, packing, separating and distributing, according to prescribed rules, into the least practicable number of bags (each labeled according to the proper course of the various destinations of the packets put into it), for the successive separation, rebagging, forwarding, or delivery of their contents, in the order of progress, and with the greatest practicable dispatch.

For almost a quarter of a century before the establishment of the railway post-office system in the postal service of this country, one of the most difficult, vexatious, and unsettled questions connected with the administration of the Post-Office Department was the proper distribution or bagging of mail matter for transmission between remote places with due regularity and dispatch.

Before the construction of railroads, when the main stage-coach lines of passenger travel carried the mails (then, of course, small in bulk and weight) and their arrivals and departures were regulated, under contract, by the Department, the system of distribution, by sorting, separating, forwarding, and distributing post-offices at places where the stage coaches and passengers stopped, for relays of horses, food, and rest at night, resulted in no serious dissatisfation to the public, as the mails so distributed kept pace generally with the passengers, and delays were not apparent.

But by the subsequent use of railroads, a new element was introduced into the service, generally incompatible with the entire stage-coach system of distribution, and consequently the delivery of the mails almost everywhere was from time to time falling behind the arrival of the passengers, baggage, and light freights. The lack of dispatch in the mails became more apparent and intolerable as the means of travel became more expeditious.

The details of distribution had, for the most part, been left to postmasters to work out, unaided by correct schemes of distribution and guided only by a vague rule, the proper application of which was an occult science to a very large majority of postmasters.

Frequently, if not constantly, through ignorance or carelessness, and sometimes by design, mail matter was needlessly subjected to double, treble, and sometimes quadruple distribution, entailing delays of 12, 24, and 36 hours, and the burdensome expense of the extra commissions then allowed by law to the distributing post-offices. Some postmasters, to a considerable extent, not only connived at these evils from which they derived pecuniary profit, and failed to report to the Department, as required, such cases of improper distribution, for correction; but even illicitly sent out circulars inviting and urging the other postmasters to mail to their offices matter for distribution which should not have been so mailed, either for economy or dispatch.

The continued irregularities and tardiness of the mails, with high postages and expenses ever largely in excess of revenues, at length brought the character of the Department to a low ebb in popular estimation. A public sentiment was forming in favor of surrendering its functions to private enterprise, then being illustrated, in favorable contrast with the Department, by the Adams and other express companies, which were generally surpassing the mails in dispatch.

In 1851–'52 the Postmaster-General (Judge Hall) made strenuous efforts to correct these evils and abuses. He made a new rule, with a view to cut off excessive distribution with its train of evils, and did not hesitate to summarily remove conspicuous postmasters for violating it. Some improvement resulted therefrom, but incessant changes in the mail service incident to the rapid growth of the country allowed it but short existence.

In 1853 the Postmaster-General (Judge Campbell), on entering the Department, was confronted with the same evils in a less degree, and undertook with much vigor to correct them.

He caused copies of the distributing schemes used in all the distributing post-offices, then about fifty, to be sent to the Department for examination, and committed their revision to Mr. Henry A. Burr, the topographer of the Department, who, more than any other person in the Department, was versed in the location and relative positions of all the post-offices, the mail routes, their connections, and schedule time. He was my friend to whom allusion has already been made in this communication.

Mr. Burr found nearly all the schemes grossly defective and productive of excessive distribution, delays, and expense.

In that year (1853), by direction of the Postmaster-General (Judge Campbell), Mr. Burr prepared new and elaborate schemes of distribution adapted to the state of the service at that time.

During the period in which he was engaged on this complex and arduous work Mr. Burr held many conversations with me on postal improvements. In the course of them he expressed the firm opinion that so long as the mails conveyed by railroads were stopped in transit for distribution, no schemes of distribution could be devised which would give requisite dispatch, or prevent passengers and express matter from frequently outstripping them, and that the only remedy that could be entirely and thoroughly effective was to abolish distribution in post-offices, and transfer that work "over the car wheels."

He explained very fully the functions of the traveling post-office systems of England and France; and he was quite competent to do so, having some years before made himself familiar with the operations of that system of distribution and bagging by close personal observation in those countries, and by subsequent study with reference to its adjustment to the postal service of this country. He laid down this proposition: "It is requisite for the utmost attainable dispatch of the mails that the *shortest time*, instead of *distance*, should determine the proper course of the mail between any given places, and that unretarded progress in the course so determined should be maintained from the places of original mailing to the final places of destination."

From this proposition he deduced the necessity of abolishing local distributing post-offices, and substituting therefor the traveling post-office system, to the operations of which all schemes of distribution and classifications of the duties of post-offices with relation thereto should be auxilary and subordinate.

Mr. Burr stated to me that since he had taken up the matter of distribution or bagging he had frequently conversed with his official superiors, especially the chief clerk of the contract office (then Mr. E. L. Childs), to which office the topographer was at that time attached, and had recommended and urged the establishment of traveling post-offices for accelerating the mails on the main lines of railroads, the tardiness of the mails being then the occasion of wide-spread complaint against the Department. Several objections were raised against it, which he took pains to prove by diagrams and other ocular demonstrations were of little weight, except one, and that was the unaccommodating disposition of the railroad companies toward the Department, assuming, in some cases decidedly unfriendly relations growing

out of matters of dispute in which the Department had not the authority to either accede to their demands or to enforce its own.

The unfriendly attitude of many of the railroad companies, and official devotion to established routine, with a shuddering dread of anything that savored of innovation, raised a barrier sufficient to resist the feeble force of progress at that time, and postponed for several years the inauguration of the railway post-office even as an experiment.

Many of Mr. Burr's conversations with me in regard to the traveling post-office were held in a room of this Department which I then occupied and within the hearing of Mr. George B. Armstrong, who, as a clerk assisting me, occupied the same room. Mr. Armstrong had then been but a short time in the Post-Office Department, had never previously been connected in any way with the postal service, and his duties were not such as to require him to be conversant with the intricate subject discussed by Mr. Burr. It was, therefore, not surprising to me that he evinced no special interest in the matter, advanced no opinion, and took no part in its discussion. But on the particular occasion when Mr. Burr affirmed the new and original proposition before referred to, deducing therefrom the importance and necessity of the traveling post-office, and had just left the room, I turned to Mr. Armstrong and asked if he did not think Mr. Burr had pointed out the way to a vast improvement in the mail service. His answer was, "As I understand it, Mr. Burr's theory is too visionary to be put in practice; I think he is a visionary man." Seeing, as I thought, he was not sufficiently informed for a correct judgment on either point, I replied merely by saying I did not agree with him, and talked with him no further on that subject.

This incident would have been entirely forgotten had not Mr. Armstrong in the sequel made it memorable. Some months after this Mr. Armstrong left the Department (February 1, 1854) and entered the Chicago post-office as a clerk, afterwards becoming assistant postmaster of that office, a position which he held for some years.

As Mr. Burr predicted, the elaborate schemes of distribution which he had prepared, though correcting many evils, could not prevent delays of many of the mails carried on railroads where only route agents were employed.

The route-agent service, unable to venture out on the vast unknown sea of distant distribution, confined its course, by short trips, within sight of the near landmarks of local distribution, leaving mail-matter for places distant from its course at the ends of railroad routes for subsequent distribution, rebagging, and forwarding.

Thus at every joint of different railroads formed by close connections for uninterrupted travel, there was dislocation and detention for much of the mails, while passengers and light freights were carried forward.

In 1857, to remedy this evil to some extent so far as it affected the principal cities of the Union, without resorting to the traveling post-office system, the Postmaster-General, Hon. A. V. Brown, caused to be established a system of through closed mails with a method of return card registers of arrivals and departures thereof, and in charge of "express agents" going through with them and attending to transfers on the trunk lines of railways between New York, Buffalo, and Chicago; New York, Cincinnati, and Saint Louis; Boston, New York, Philadelphia, Baltimore, Washington, Richmond, Montgomery, and New Orleans, &c.

This arrangement, planned by Mr. Burr and successfully executed in all its various details, under the prudent management of one of the ablest officers of the Department, Mr. J. N. Davis, accelerated the transmission of a large portion of the mails for those cities favored by it and for distribution therefrom; and it went far to prevent passengers and the express companies' freight outstripping the mails. Yet the system was necessarily partial in its advantages. It did not prevent a large amount of mails for even the favored cities as well as for others not enjoying its benefits at all from being subjected to the delays of previous stoppage for distribution at distributing post-offices.

In 1859 the benefits of the through express agent system were sufficiently extended to induce the Postmaster-General (Judge Holt) to abolish thirteen of the distributing post-offices, thereby curtailing expenses.

In July, 1862, the first railway post-office was introduced into the postal service of this country.

The vast commercial and other interests to be subserved by the speedy transmission of the overland mails then carried by stage coaches and wagons from the west side of the Missouri River to California, urged the Department to adopt all practicable measures to promote their dispatch.

The piling up at post-office, Saint Joseph, Mo., in immense quantities for distribution, of the overland mails for California and intermediate States and Territories, subjected them to detention at that post-office. To gain the time consumed by their stoppage for distribution in the Saint Joseph post-office, the Postmaster-General (Judge Blair) ordered (July 7, 1862) the establishment of a railway post-office on the Hannibal and Saint Joseph Railroad (Quincy, Ill., to Saint Joseph, Mo.) and the Second Assistant Postmaster-General (Mr. G. W. McLellan) accordingly authorized

and directed a special agent of the Department at Washington (Mr. A. B. Waller), who had been fully instructed in the matter, to proceed to Saint Joseph, Mo., and make arrangements with the railroad company to provide suitable postal car accommodations, also to arrange with the postmaster of Saint Joseph for a transfer of distributing clerks from his office to the cars for the proper assorting, distributing, and bagging of the overland mails while in transit between Quincy and Saint Joseph.

Mr. Waller soon made all the arrangements required, and, before returning to Washington, employed temporarily (July 26, 1862) Mr. W. A. Davis, who had been postmaster at Saint Joseph, to look after the proper fitting up of the cars, and to superintend the work of distributing the overland mails on the railway post-office thus established.

This, the first experiment of a railway post-office in the postal service of this country, demonstrated its utility by accelerating the overland mails 14 hours.

This railway post-office was entirely successful, and Mr. Davis being regularly appointed, in December, 1862, a special agent of the Department to superintend it for the purposes of the overland mails, it was continued in operation until, by the extension of railroads westward to connect with the Union Pacific Railway, rapidly approaching completion, the course and distribution of the overland mails were changed.

Mr. Burr, who died in March, 1863, lived, however, to see the success of this experiment; and in all truth and justice his name is entitled to be connected with the history of the railway post-office of this country, as that of the first advocate of its establishment.

By direction of the contract office and with the approval of the Postmaster-General (Judge Blair), Special Agent Waller, in February, 1864, took the initiatory steps for extending the railway post-office system by endeavoring to conclude arrangements with a new railroad (Atlantic and Great Western) for building railway post-office cars (for which he was having plans and drawings made) to run from New York, Cincinnati, and Cleveland, on which the great Western mails were to be distributed and bagged.

A short time after Mr. Waller had undertaken to make the arrangements with the Atlantic and Great Western Railroad, Mr. Armstrong, who was then assistant postmaster of Chicago, appeared before the Department in the character of a zealous and intelligent advocate of the "traveling post-office system," as he then styled it, the same being to his mind no longer chimerical, or "too visionary," as he thought it was when its uses were explained by Mr. Burr more than ten years before.

He was received by the chief clerk of the contract office, to whom the preliminary consideration of the subject properly belonged, with coldness and disfavor. But in the Third Assistant Postmaster-General (Mr. A. N. Zevely), who was then giving his attention largely to the development of postal reforms and improvements, he found friendly encouragement and wise counsel. At his request Mr. Armstrong communicated his views in writing, addressing to him a series of letters setting forth principally his plan of improving the regularity and dispatch of the mails by the use of the traveling post-office.

These letters, three in number, were written successively in the months of May and June, 1864, and in the latter month Mr. Armstrong caused them to be printed at Chicago, in very small pamphlet form, for circulation. As set forth in these letters, Mr. Armstrong's project of the traveling post-office system was modeled, like Mr. Burr's, on the English plan, with some changes in nomenclature, but it contemplated some distributing post-offices, while Mr. Burr reached farther, and aimed at their radical extinction, assigning only to the post-offices such preliminary separating, sorting, and forwarding as might be prescribed from time to time, for the purposes of the traveling post-office, to which exclusively belonged all final distribution and bagging for remote places.

[In one of the letters referred to, Mr. Armstrong pointed out objections to the then existing method of mailing direct, and made a suggestion which, having afterwards been adopted, proved to be of incalculable benefit to the service.

It was simply to dispense with wrappers for letters or packets of letters, and, instead, to tie them together so that one of the letters of legible address be *faced outside*. By this simple method not only paper, labor, and the time of wrapping and writing were saved, but the commission of many errors in writing the directions was entirely prevented, and the means afforded of quickly detecting and correcting errors in bagging; whereas, with the wrappers, which it was forbidden to open except at the place of address, errors were perpetuated from hand to hand, in transit, without the opportunity of correction, and letters were thus continually being miscarried and delayed in reaching their proper destination.]

His project discountenanced by the contract office, Mr. Armstrong sought again the friendly support of the Third Assistant Postmaster-General, who undertook its presentation to the attention of the Postmaster-General, but, however, not without obtaining the consent of the Second Assistant Postmaster-General, to whose bureau of duties the matter properly belonged.

The Postmaster-General (Judge Blair) was found to be favorably disposed to experiment with the traveling post-office on a much larger scale than had already been successfully tried, provided no considerable expense would be incurred by it.

Animated by the approval of the Postmaster-General, sustained by the patronage of the Third Assistant Postmaster-General, and accredited by a traveling commission as special agent of the Department, Mr. Armstrong, while yet assistant postmaster at Chicago, addressed himself with assidnity and tact to enlist the good will of railroad companies for his project.

He prevailed on the officers of the Chicago and Rock Island, Galena and Chicago Union, and the Chicago, Burlington and Quincy Railroad Companies, who it is said were distinguished for liberal views and public spirit, to consent to alter, enlarge, and fit up their mail cars for the traveling post-office business.

Soon afterward other railroad companies manifested a willingness to follow their example; and through the efforts of the Third Assistant Postmaster-General (Mr. A. N. Zevely) those between Washington, New York, and Boston consented to provide suitable accommodations for the traveling post-office.

In that year (1864) experiments were successfully made on those roads. Besides retaining for their local knowledge and experience the route agents already on those roads, the traveling post-offices were further manned by distributing clerks transferred from post-offices.

This second and greatly enlarged experiment with traveling post-offices having achieved surprising improvement as far as it was extended, in the dispatch of the mails, and the expediency of permanently incorporating the system in the postal service being no longer a matter of doubt, the Postmaster-General (Governor Denison), in his report of November, 1864, recommended that express provision, by law, be made for the employment of clerks and superintendents for that service.

On the 22d of December, 1864, Mr. Armstrong was appointed a special agent of the Department to further organize and superintend traveling post-offices, and Harrison Park and Charles E. Wheeler were also appointed special agents to assist in that work.

By the act of March 3, 1865, the traveling post-office was recognized by law, under the name of "railway post-office," and the Postmaster-General was authorized to employ clerks for the same; also two special agents to superintend that service.

On the 1st of May, 1865, Mr. Armstrong and Mr. Park were appointed special agents for that purpose, the former stationed at Chicago to superintend the Railway post-offices of the West, and the latter stationed at Washington to superintend those of the East.

A plan of organization, drawn up and proposed by Mr. Armstrong, was adopted by the Postmaster-General (Hon. J. A. J. Creswell) and promulgated to go into effect July 1, 1869, consolidating the railway post-offices with all other railroad mail service in the United States, under the title of "railway mail service."

By this plan the whole railway mail service was divided into six divisions, each embracing several States, and each division was subdivided into districts embracing one or more States and parts of States.

To each five of the six divisions an assistant superintendent of railway mail service was assigned, under the general direction and control of a "superintendent of railway mail service," stationed at the Department in Washington, and Mr. Armstrong was, by the Postmaster-General, made that superintendent, a position which he held until May 3, 1871, when he resigned and very shortly afterwards died.

The railway post-office system was now firmly established as a permanent institution in the postal service of this country.

But it was yet a crude and imperfectly working machine, contrasted with its present state of improvement in discipline and a multitude of important details.

And now, after successive years of skillful and sagacious management, it has become an agency not only of great complexity and magnitude, but one without which the Department would lose its present high character for efficiency and the public would suffer intolerably in its business interests and social welfare.

I have the honor to be, very respectfully, your obedient servant,

H. L. JOHNSON,
Principal Clerk Mail Equipment Division.

Hon. WALTER Q. GRESHAM,
Postmaster-General.

WASHINGTON, D. C., *August* 9, 1884.

At the suggestion of the Second Assistant Postmaster-General I have read the statement prepared by Mr. Johnson relating to the history of the United States railway post-office. Many of the facts given agree with my own knowledge and recollection, and I think the whole statement is substantially correct. In one particular only

would I make a change; that is for the purpose of crediting W. A. Davis, of Saint Joseph, Mo., with first suggesting to the Post-Office Department the distribution of the California overland mails on the Hannibal and Saint Joseph Railroad. This fact seems to be established by Mr. Bittinger's testimony—then postmaster at Saint Joseph—whose letter on the subject is in the Post-Office Department.

A. N. ZEVELY,
Late Third Assistant Postmaster-General.

APPENDIX R.

POST-OFFICE DEPARTMENT,
Washington, December 11, 1872.

GENTLEMEN: I am instructed by the Postmaster-General to devise some practical plan to relieve the New York post-office from the great pressure of accumulated paper mails on certain days of each week, occasioned by the large and numerous editions of weekly newspapers and other publications in that city. The accumulation referred to causes great delay in the transmission of these mails to destination, thereby injuring the best interests of the publishers, and causing great annoyance and disappointment to their customers.

The great difficulty in the New York offices is the want of room to handle and properly separate the great paper mails to secure prompt and speedy dispatch of the same to the points of destination. I have had the question under consideration for several months, and after having visited the mailing rooms of several of the larger publication offices of New York, I have devised a plan by which the New York post-office will be relieved of its greatest burthen and the best interests of the publisher and his patrons can be secured.

Owing to increasing duties in my office here in Washington I am unable to give this matter my personal supervision in New York, and therefore have instructed the bearer of this, Mr. M. J. McGrath, a special agent of this Department, to visit New York and ask the co-operation of the publishers in putting the plan referred to into practical operation. He will fully explain the details, which are few and simple, to all to whom he may come, and is fully authorized to carry them into effect so far as the Post-Office Department is concerned. He will be assisted by the postmaster at New York and his subordinates, and also the assistant superintendent of railway mail service in that city.

I respectfully ask the attention and co-operation, as far as practicable, of all publishers to whom he may come, believing that their compliance with his requests will greatly result in expediting the transmission of all mails to their destination in much less time than has heretofore been practicable or possible.

Very respectfully,

GEO. S. BANGS,
Superintendent Railway Mail Service.

APPENDIX S.

[Senate Report No. 478, Forty-third Congress, first session.]

IN THE SENATE OF THE UNITED STATES.

JUNE 23, 1874.—Recommitted and ordered to be printed.

Mr. Mitchell, subcommittee of the Select Committee on Transportation Routes to the Seaboard, submitted the following:

* * * * * * *

As the mail facilities furnished by the ordinary baggage car threw in the dim distance those enjoyed by the preceding generations through the old mail-coach, so now the advantages of the ordinary baggage car in the mail service of the country are eclipsed by those of the postal car. It is but another and important step toward the economy of time and the reduction of space so fully recognized as a vital element in the commercial transactions of life. Although only about one-fourth of the railroad mail service of the country (14,866 miles out of 63,457) is performed through the

means of the "postal car," yet out of 750,000,000 and upward (being the aggregate) of all the letters, newspapers, postal cards, and separate packages now distributed annually through the mails of the United States, it is estimated that 70 per cent. are "primarily handled, sorted, and prepared for distribution while in the process of transportation under the postal-car system, resulting in an economy of time, for example, in the case of letters passing from Chicago to Boston of from one to two days, by obviating the necessity of breaking the transit connection of the mails by detaining them for distribution at the intermediate offices."

Mr. Bangs, Government superintendent of railway postal service, in his statement before your committee, says:

The effect of the trunk lines suspending the running of postal cars would be to force the Government in the city of New York to hire three or four large warehouses to do the mail distribution that they now do upon the railway trains.

While Mr. Davis, assistant superintendent of railway mail service of the Post-Office Department, testifies that the effect of such discontinuance would be "to throw into the principal post-offices such a mass of matter that they would have no accommodations for it. With the limited accommodations they have, they could not work a force sufficient to distribute in good time. It would involve a very annoying delay."

[Senate Ex. Doc. No. 37, Forty-third Congress first session.]

POSTAL SERVICE.

Letter from the Postmaster-General, in answer to resolution of the Senate of January 30, 1874, *calling for information relative to the postal service between New York and Washington, New York and Boston, and New York, Albany, Buffalo, and Suspension Bridge.*

POST-OFFICE DEPARTMENT,
Washington, D. C., March 4, 1874.

* * * * * * *

The railway post-office system is the outgrowth of necessity and the result of years of study and practical experience in this and transatlantic countries. Before railroads were introduced, when post-offices were few, postage expensive, and transit slow, the mail for all offices upon a route was placed in one pouch, each postmaster assorting the whole contents and taking out such part thereof as belonged to his own office. Between offices of importance, where the mail was sufficient, direct pouches were interchanged, under special lock, not only to avoid the necessity of repeated assortings, but to guard against loss.

With the growth of the country, reduction of postage, increased speed in transit, and consequent increase of mails, it became necessary to establish mail communication by means of direct pouches. The office at the terminus of one or the junction of several railroads would receive, assort, and forward the mail for the offices upon these railroads in a direct pouch to each, and each office would forward to these "head" or "distributing" offices their outgoing mail in the same manner, and, in addition, these distributing offices would exchange with each other. Mail between points where there was no direct exchange was sent to some distant distributing post-office, there redistributed and forwarded, and reached its destination by a circuitous route and after repeated delays. As offices increased in size and number, these direct pouches correspondingly increased.

It became absolutely necessary to provide some system of mail service that would do away with this multitude of pouches, containing in a majority of cases a small amount of mail, and passing in all directions over the country, under the charge of no particular person, or at least of no person wholly responsible to the Department, meeting on every hand with neglect, and causing great delay, loss, and confusion.

To accomplish this the route-agent system was adopted.

Under this system these "head" officers would send to the route agent all mail for offices upon his particular route or road. The agent would assort the mail while in transit and exchange with each office and the "head" or "distributing" post-office, sending to the latter all mail for points not upon his road. While under this system a perfect mail communication was established between all offices upon the line of any one road, still for points beyond that line the mails remained precisely as before, meeting with repeated delays at the different distributing post-offices.

In order that this delay might be overcome, clerks from distributing post-offices, familiar with the general distribution of the mails, were detailed to travel upon the cars, making the proper separation and distribution for *all* connecting roads and routes, thus avoiding the delays in "head" or "distributing" post-offices by having the mails ready for dispatch immediately upon arrival at the terminus of a route.

The experiment of detailing clerks as here stated was successful, and resulted in the establishment of the railway post-office system. By this system all offices throughout the country have an interchange with each other more frequent and effectual than if every office in the land should make up and forward a direct pouch to every other office for which it might have mail. Virtually the railway post-office has become a "traveling distributing post-office," giving all post-offices its benefits, and, most of all, saving and taking advantage of every moment that without it would be lost in transit.

These traveling distributing post-offices, in all cases where the Department has the choice, are placed upon trains making the best time and connections. It will be noticed, upon examination of the schedule of any railroad running frequent trains, that all of them cannot be made available for postal service, either for the postal-car or direct-pouch system. Many of these trains start at hours when there is little or no accumulation of mails, and they arrive at points of destination at unseasonable hours for delivery of mail and too late for connections with points beyond and upon other routes. It will also be observed that trains first leaving important points are frequently the last to arrive at the other end of the line, or else are merged into trains leaving at a late hour. It is, however, the policy of this Department to avail itself of all trains by which mails can be hastened to destinations, however frequent the postal-car or route-agent service may be used upon the same line; and any postmaster failing to make use of all available trains for the dispatch of mails, for points far or near, is deemed to be derelict in duty.

Very respectfully, your obedient servant,

JNO. A. J. CRESWELL,
Postmaster-General.

Hon. M. H. CARPENTER,
President pro tempore Senate United States.

APPENDIX T.

DESCRIPTION OF FIRST FAST MAIL CARS.

"These postal cars are divided into two classes, known as letter-distributing and newspaper postal cars. Except in length and the names given to them, all of the cars are uniform in outward appearance. They are named after governors of States, and the four constituting the first train bear, respectively, the names of Governors Tilden, Dix, Allen, and Todd. The names given to eight others, constructed at the shops of the New York Central, are Governors Hayes, Hendricks, Buckingham, Morgan, Kirkwood, Hartranft, Gaston, and Hawley. These eight, with the Allen and Todd, include the ten built by the New York Central road, the remaining ten having been constructed at the shops of the Lake Shore Company.

The line complete will consist of twenty cars, or four for each train.

The letter-distributing cars are 50 feet in length, while those designed for the newspaper mail are 10 feet longer. All are uniform in width, 9 feet 8 inches, and 6 feet 9 inches high in the clear. The finish of the exterior does not differ, all of them being painted white, with cream-colored borderings and gilt ornamentation, highly varnished within and without. Midway on the outside and below the windows of each car is a large oval gilt-finished frame, within which is painted the name of the car, with the words "United States Post-Office" above and below. Along the upper edge and center are painted the words, in large gilt letters, "The Fast Mail," while on a line with these words, at either end, in a square, are the words, in like lettering, "New York Central" and "Lake Shore." The frieze and minute trimmings around the windows are also of gilt finish. At the lower sides and ends of the cars are ovals corresponding to those on which the names are painted, and inclosed at one end a painted landscape scene background, and in the relief an all-seeing eye, beneath which is a pyramid inscribed with gilt Roman figures, "MDCCCLXXV," and the motto "Novus ordo seculorum." At the opposite end, in the same colors, on a blue background, is the United States coat-of-arms.

In running appointments, as well as all others, the most important patents have been selected. The platforms are inclosed on either side by swinging doors, which can be fastened open at will to prevent disturbances by wind when the mail matter is being trucked from the tenders to the distributing cars, and also as a guard against any danger of its falling off. The cars are supplied with patent air-brakes and patent spring-brake, and the end doors of the cars are protected by an inclosed platform. On either side of each car are two doors supplied with patent mail-bag catchers for securing the mail along the route. The 60-foot cars are mounted on 6-wheel trucks, giving

in all twelve wheels to each car, while the 50-foot cars are on 4-wheel trucks. Midway between each car is arranged a small box containing spare break-beams, brake lever-rods, a set of patent car-replacers for use in case a car should get off the track, and other material to be used in case of any ordinary accident.

The interior of the letter-distributing car is arranged with a view for the utmost convenience and dispatch. Entering the door at one end, on the left is a room 4 by 10 feet, with two windows, intended for the superintendent. This is supplied with a bunk and bedding of the improved sleeping-car model, and closed when not required for use. A lounge, desk, and shelves for books, racks for papers, clothes-hooks, closets, and student-lamps complete the fixtures.

On the opposite side are arranged, in surprisingly small space, hot-water heaters, washstands, looking-glasses, water-cooler, and numerous small closets for general use. One of the side doors opens into this room.

Passing from this room through a narrow entry the next apartment reached is the letter-distributing office, around which counters are arranged, the boxes lettered with the names of localities, 94 in number, filling the space about the counters and along the sides. Iron safes are also provided for the reception of valuable packages.

This compartment is lighted by windows from the coping, and for night-work, six student lamps, arranged in convenient order, have been furnished. Between this room and the opposite end numerous hooks are placed along the sides for the reception of mail-bags, and the space intervening is to be used for the distribution of such miscellaneous newspapers as may be received in the letter-bags. For this purpose ninety-two large boxes are placed in one end of the letter-distributing office, with outward shoots supplied on the opposite side with hooks, from which the mail-bags are suspended. Side ventilation is furnished with a drop sash in the elevated roof, covered on the outside with wire gauze to prevent disturbances from a too free rush of air and from dirt. Each car has seven double windows, 21 by 32 inches; the top sash made to drop. Besides these, in each of the four side doors, are four lights, together measuring 12 by 32 inches in each door.

The paper-distributing cars are 60 feet in length and of the same width and height as the others, the same outward finish, with the exceptions named, and the arrangement of the doors and windows. This class of postal car is intended exclusively for newspapers. The boxes, ninety-four in number, are arranged along the left side of the car for a little more than half its length. These boxes are calculated to hold just one canvas of newspapers, and are built with shoots and catches for the bags on the inside or outer edge, where the bags are suspended during the process of distribution. The remaining portion of the car is for general use, and supplied with trucks and other facilities for moving, if necessary, heavy loads of mail matter from one end of the train to the other without any extra labor or danger of mishap.

In the building of these cars none of the patterns of those in use by the French or English postal service were followed, and, in fact, the English postal service has already requested exterior and interior views of these cars. The cost of the letter-distributing cars is about $4,200 each, and of the newspaper cars $3,300, the difference in the price of construction being occasioned by the difference in the interior work."—(Daily Graphic, N. Y.)

APPENDIX U.

I.

PENNSYLVANIA RAILROAD COMPANY,
Philadelphia, Pa., July 15, 1875

Hon. JAS. N. TYNER,
Postmaster-General, Washington:

MY DEAR SIR: Several of the railway companies of the country have been furnishing postal facilities at high speeds by limited trains for some time past, and incurring thereby much loss, at the old rates of compensation. This service has been continued in the belief that the Government would recognize the equity and propriety of making some reasonable and proper compensation for the extraordinary service. But under the recent postal bill as passed, we find that instead of there being any recognition of the value of this service, the old non-remunerative rates have been reduced. We therefore find it necessary to advise you that we cannot continue this class of facilities on our lines unless an adequate compensation for service rendered is made by your Department.

Very respectfully, yours,

THOS. A. SCOTT.

II.

Hon. J. N. TYNER,
Postmaster-General:

SIR: About a year since frequent consultations were held with representatives of the Post-Office Department in reference to the more rapid transmission of mails. It was mutually believed that the adoption of such a system would meet necessities and secure the approval of the people, and that the experiment would, by its success, impress upon Congress the duty of providing the means for its continuance. A proposition was therefore made to the Government and accepted in July last, the first clause of which reads as follows:

"The present rate of mail pay is not sufficient to warrant the railroad companies in establishing the special line at the rate of speed that is herein provided, but believing that the general public will fully appreciate the benefits it will afford, and that Congress, being aware of these benefits, will, at an early day, provide suitable compensation for the service, having reference to the essential elements of space and speed, they are induced to establish a line and offer it to the Post-Office Department."

Immediately after the acceptance of the proposition, the proper cars and equipments were constructed at a large expense exclusively for that service, and the train known as "the fast mail" was placed upon the roads. It has now been running about ten months, with a success unequaled in practical railway operations. Its speed, accuracy of time, freedom from interruption, and the popular demand it has created and wholly satisfied, can partially be certified to by the officials in your Department. Congress, however, by its recent action has expressed an unwillingness to provide suitable compensation for the service, and I am therefore obliged to notify you that the fast mail train between New York and Chicago will be discontinued on the roads I have the honor to represent, after Saturday, July 22, 1876.

Yours, respectfully,

W. H. VANDERBILT,
Vice-President New York Central and Hudson River Railroad and Lake Shore and Michigan Southern Railway Company.

APPENDIX V.

WASHINGTON, D. C., *September* 28, 1877.

DEAR SIR: There are a number of matters of general importance to the service which will necessitate a meeting of the superintendents for their consideration.

Among them are—

The adoption of a uniform system of checking which will insure the noting of all errors, and prevent any chance of collusion among employés.

The inauguration of a system of mail bills, or other records whereby failures to receive any mails will be instantly detected.

And the adoption of a uniform system of conducting the details of the service in the various divisions; not only in regard to the trip report, checks and errors, but to working generally.

Please prepare as complete a description of your mode of managing the service in your division as you possibly can, including details, as such information cannot fail to be interesting and useful.

These are matters of vital importance to the perfection of our service, and I wish therefore that you would devote your leisure time to preparing yourself to express a matured opinion upon them; and also in case of other questions which, in your opinion, affect the interests of the service, come prepared to make a clear showing.

Personally, I think about the first of December best for the meeting.

In your reply, please state what time would be most convenient for you. We will arrange in accordance with the wishes of the majority of the superintendents.

I do not consider it possible to finish the business of the meeting in less than a week's time, and you will therefore come prepared to remain at least that length of time.

I cannot too strongly impress upon you the necessity of being thoroughly prepared to discuss and determine these questions.

Very respectfully,

THEO. N. VAIL,
General Superintendent.

———— ————,
Superintendent Railway Mail Service.

WASHINGTON, D. C., *October* 18, 1877.

DEAR SIR: There will be a meeting of superintendents of railway mail service in this city, commencing on the morning of December 5, 1877. It is expected that you will be present without fail.

The same will last fully one week, and I would like you to come prepared to remain that length of time.

You are requested to bring a full description of the workings in your division of the various matters mentioned in my letter of September 28, with any suggestions you deem best regarding them.

The principal object of the meeting is to perfect, as far as possible, a uniformity in the workings of the service in the different divisions, and it is desired, in order to make it as profitable as possible, that each superintendent shall come fully prepared to present his views on the subject mentioned in my former letter.

Very respectfully,

THEO. N. VAIL,
General Superintendent.

——— ———,
Superintendent Railway Mail Service.

WASHINGTON, D. C., *November* 28, 1877.

SIR: I have called a meeting of the superintendents of railway mail service to convene in this city on December 5, the session to continue for a week or ten days. I have invited representatives from the larger post-offices of the country, as matters of importance will be brought before this meeting, in which they will be interested, such as distribution, dispatch of mails, &c.

I would be highly gratified if you would allow Mr. ——— permission to be absent from your office during the time specified, to enable him to attend the same.

Very respectfully,

THEO. N. VAIL,
General Superintendent.

——— ———,
Postmaster, ———.

APPENDIX W.

RECOMMENDATIONS OF THE COMMITTEE APPOINTED TO REVISE THE LAWS GOVERNING PAY FOR RAILWAY MAIL TRANSPORTATION—WITH OTHER DATA FROM THEIR REPORT.

RECOMMENDATIONS.

The committee would, in conclusion, respectfully recommend as follows:

(1) That the compensation to the railroads for carrying the mails shall be determined upon the basis of the space used and the frequency and speed with which the mails are conveyed.

(2) That the space factor shall be determined by the Postmaster-General, in view of the needs of the service, modified by the weight and frequency of the mails; that the speed factor shall be determined by the schedules of the various railroads, in connection with the official reports of the Railway Mail Service.

(3) That the pay for all mail transportation shall hereafter be at a fixed rate per linear foot of car per mile run. This rate to cover the entire cost of the service, furniture, and fixtures in the car, transportation of postal clerks, &c.

(4) That the Postmaster-General may at any time order an increase or a reduction in the amount of space to be paid for, if, after a weighing, it be found that there has been a sufficient increase or diminution in the amount of mails transported on any railroad to require the same.

(5) The closed or pouch mails, now carried in express or baggage car, without postal clerks accompanying them, requiring no space for distribution *en route*, shall be paid for on the following basis, viz: the aggregate weight of the closed or pouch mails carried on any road on all trains for 24 hours shall be made the basis of pay, and this aggregate weight reduced to an equivalent in linear feet of car space in the following proportions:

Two hundred pounds of mail or less shall be rated as the equivalent of 6 linear inches, to be paid for at the rate of 5 mills per linear foot per mile run.

Five hundred pounds of mail shall be rated as 1 linear foot, and for each additional 500 pounds 1 linear foot of car space shall be allowed, with the proviso that the pay for transportation of mails upon any railroad route for six round trips per week shall not be less than $35 per mile per annum.

(6) That the side service be discontinued.

(7) That the pay for railway post-offices, at a speed of 20 or less miles per hour between termini, be 5 mills per linear foot, inside measurement, of car space per mile run, and for each increase of speed amounting to 2 miles per hour up to and including 30 miles per hour, one-tenth of a mill, *i. e.*, 22 miles per hour, 5.1 mills; 24 miles per hour, 5.2 mills; 26 miles per hour, 5.3 mills; 28 miles per hour, 5.4 mills; 30 miles per hour, 5.5; and for each additional mile per hour, one-tenth of a mill.

And it is further recommended that in the adjustment of space by linear feet for railway post-offices a daily average of 500 pounds of mail or less shall be entitled to pay for space not to exceed 13 feet. From 500 to 1,000 pounds, space not to exceed 15 feet. From 1,000 to 2,000 pounds, space not to exceed 25 feet. From 2,000 to 4,000 pounds, space not to exceed 40 feet. And we recommend that no change in the allotment of space shall be made until the average weight reaches 6,000 pounds. For 6,000 pounds, 50 feet; for 8,000 pounds, 60 feet—the weight to be ascertained by a weighing of not less than thirty consecutive days; and no additional space shall be paid for unless it is found to be necessary.

In all railway post-offices the load should not exceed double the greatest weight specified for the respective lengths, and for any gross weight carried on two or more trains daily the space may be subdivided upon the gradients of space for lower weights, as the nature of the service may require; with the further provision that the Postmaster-General may increase the compensation upon any railroad route not to exceed 50 per centum per annum for special mail trains performing service upon schedules fixed by him. In all these estimates the minimum car width should be fixed at 8 feet 6 inches, inside measurement.

Respectfully submitted,

RICH'D A. ELMER,
W. B. THOMPSON,
ISAAC C. SLATER,
Committee.

OFFICE OF SUPERINTENDENT RAILWAY MAIL SERVICE, FIFTH DIVISION,
Cincinnati, Ohio, October 17, 1883.

SIR: I have the honor to acknowledge receipt of your letter of the 8th instant, desiring that I fill columns 17 and 25 of sheets of Statistics of Railway Mail Transportation, or give my views respecting same.

In returning these sheets to the Department, I purposely omitted filling these blanks, because I had been unable to arrive at any conclusion satisfactory to myself as to the amount of space to be assigned for mails carried on other than trains on which postal car or mail apartment cars run.

If all of such express mails were carried on one train it would not be a very difficult matter to fix the amount of space required, but inasmuch as such mails are carried on several trains and the weight on each train varies so much (in some instances it is only one small pouch and in other instances a large quantity), it has seemed to me that it would be a difficult matter to arrive at any conclusion which would be just to the Department or to the railroad companies.

So far as I have investigated the subject it has seemed to me that the most reasonable plan for arriving at a basis upon which to ascertain the space to be assigned or paid for mails carried on express trains, would be to obtain the average weight of the mails carried over the whole line in other than postal or apartment car and then assign such necessary space the average weight would require, based upon the actual space occupied by one ton of mail, actual weight. For instance, I find by test, that in 1 linear foot space of a baggage car, which I assume to be 9 feet wide, I can pile 900 pounds of mail. One linear foot space of a baggage car 9 feet in width is the same as 3 feet square of surface space on one side of the car, and there can be piled in this space, from the floor to the roof of the car, 900 pounds weight of mail. The mail weighed in making the test was ordinary newspaper mail. Letter and bulk mail would occupy less space, but the Department would of course have to consider the kind of mail which would occupy the greatest space.

Taking this as a basis, 4 inches of linear space, full width of car, would equal to a space on one side of the car, of 1 foot long by 3 feet wide, in which could be piled, from floor to roof, 300 pounds of mail. For any weights not exceeding 300 pounds, assign 4 inches linear space; over 300 pounds and not over 600 pounds, 8 inches; over 600 and not over 900 pounds, 12 inches, and so on.

I do not see how we could assume to use less than 4 inches, as the size of one pouch

or a bag, even if empty, would use as much surface space as if filled, and should therefore be paid for.

Briefly stated, my method would be, that for a daily average weight (obtained by actual weighing) carried over the whole length of the route of 300 pounds or less, assign or pay for 4 inches linear space of a baggage car supposed to be 9 feet wide; for 600 pounds, 8 inches; for 900 pounds, 12 inches, and so on.

This basis is not at all satisfactory to myself, but it is the only one that I can arrive at by which to assign the amount of space to be used for express mails that would be at all satisfactory to the Department or to the railroad companies. It has reference only to mails carried in bulk in baggage cars, and not to those carried in postal or apartment cars.

In looking into this matter, I find that freight by railroads is very largely paid for by weight, and I am advised by an experienced railroad official that weight is rapidly becoming the basis for railroad freight of all kinds.

I am told that the Adams Express Company pay entirely by weight, having only one exception, and that upon one of the small roads in New England, where they pay by weight and space combined.

Very respectfully,

C. JAY FRENCH,
Superintendent.

Hon. W. B. THOMPSON,
General Superintendent Railway Mail Service.

OFFICE SUPERINTENDENT RAILWAY MAIL SERVICE, NINTH DIVISION,
Cleveland, Ohio, June 20, 1883.

SIR: When last in Washington you requested me to inform you how many feet of linear car space would be necessary in the mail apartment on a route carrying a daily average of 200 pounds of mail per mile the whole length of the route. In my judgment it will be a difficult thing to definitely determine how much space is needed, as the situation will change with nearly every route. If a daily average of 200 pounds of mail is carried upon a route not more than 50 or 60 miles in length, it will not require as much space as will be necessary to carry an equal weight of mail per mile upon a a route which is 200 or 300 miles long. It happens that in most cases the principal part of the mail for a route is received at one or the other of its terminal points; therefore, the amount of room needed is that which is sufficient for the carrying and the distribution of the mail received at such principal terminal point. Take, for instance, the Kalamazoo and South Haven route in this division: The mail upon this route can be properly distributed and taken care of if we have 10 feet of linear car space and the full width of the car. This route is 40.65 miles in length, and receives no mail except that which is local to the line; but if this route was 100 or 150 miles in length, it would require at least 15 feet of linear car space to carry the mail and furnish space for its distribution. It seems to me in making calculation upon this matter that the length of the route should be taken into consideration with the weight of mail carried.

Respectfully,

WILLARD G. LOVELL,
Superintendent.

Hon. WM. B. THOMPSON,
General Superintendent Railway Mail Service, Washington, D. C.

OFFICE SUPERINTENDENT RALWAY MAIL SERVICE, SECOND DIVISION,
New York, N. Y., October 4, 1883.

SIR: I forward to-day, by register clerk, New York and Washington railway post-office, the report of statistics railway mail service, which I hope will prove satisfactory, as it is the best that could be done in the time allowed and in the absence of sufficient data at the commencement. The information sought to be obtained was very slow in coming in, and when received much of it was confused and useless.

You will notice that in column 8 the present linear space is generally repeated, as in most cases no change was deemed necessary; but it should be understood that in estimating for new cars the standard measurement would be adhered to, that is, to say, 10, 15, 20 feet, &c. In estimating linear space required for closed pouches, both in *sta-*

tistical report and in Table Cc, 10 feet has been assumed as the unit for 2,000 pounds, descending, say, 6 feet for 1,000 pounds, 3 feet for 500 pounds, and 2 feet for 250 pounds or less. This was stated to you under date of July 23 last, when forwarding a sample route, of both of which you kindly approved July 23, 1883. As the report has progressed, no reason has been seen to depart from this theory, though it may be admitted to be somewhat conjectural, as all such estimates must necessarily be, when the principles governing them have not been clearly defined. It will be noticed that 2 feet has been taken as the minimum, the same as 200 pounds has been taken as the minimum of weight, and this has been done, as mails could be piled in a less space, except theoretically.

Respectfully,

R. C. JACKSON,
Superintendent.

Hon. WM. B. THOMPSON,
Superintendent Railway Mail Service.

OFFICE SUPERINTENDENT RAILWAY MAIL SERVICE, EIGHTH DIVISION,
San Francisco, Cal., August 7, 1883.

SIR: I have the honor to forward to your office report called for on blank for "statistics of railway mail transportation, June 30, 1883," as per "instructions for making up statistics of railway mail service transportation," as understood by this office.

We have found it difficult to reconcile and follow the instructions with results as indicated in instructions pertaining to column 4. For example, we start in column 1 with the lowest numbered route, to wit, 36001; in column 2 we give the terminal offices between which railway post-offices run, referring, of course, to route No. 36001, which are Silver Bow and Deer Lodge City, Mont., yet the last clause of this section of instructions states:

"All runs of railway post-offices to be stated outward only, from initial offices of railway mail service designation."

Neither Silver Bow nor Deer Lodge City is an initial office of railway mail service designation, and cannot be so stated.

The next number we will take to illustrate is No. 41003. The terminal offices between which railway post-offices run are Ogden, Utah, and Silver Bow, Mont. Quoting from instructions:

"In column 4 give distance between points stated in column 2. The total of column 4 should equal the contract distance of the route whose number is given in column 1."

This is not the case, unless the "contract distance" means for car service only, for the contract distance on Route No. 41003 is from Ogden, Utah, to Butte City, Mont., 7 miles farther, a side branch, over which railway post-office cars do not run. The situation is the same with Route No. 46014.

Referring to column 17, the following explanation is respectfully submitted as requested: The principles upon which an estimate is based are, first, the linear feet occupied by an average-sized pouch, say, a No. 3, which is 1 foot and 9 inches. To insure comparative safety in transportation, equal to that in other cases, some provision should be made to keep these mails separate from baggage and express (with which such mails are usually carried), and from being trampled upon. Hence, in my judgment, this would be attained by stanchions outside, 2 feet from partition, leaving space between stanchions and partition 1 foot 9 inches. In this space, 500 and even 1,000 pounds of mail in pouches and tie-sacks could be piled, while one pouch would practically occupy the linear space. Hence, I have given the same space for one pouch that I have for ten pouches.

I wish it borne in mind that this service in this division is performed in compartment cars, with two or three compartments separated by partitions, and the estimate is made with such cars in view.

May I be allowed to suggest that weight in such service should, in my judgment, be considered a much more important factor than space in fixing the basis of compensation for such service, not on account of the weight itself carried, but because it more nearly represents the cost of transportation, which is mainly the handling of the pouches, taking them to and from terminal offices and intermediate offices within the eighty-rod limit?

Very respectfully,

H. J. MCKUSICK,
Superintendent.

Hon. W. B. THOMPSON,
General Superintendent Railway Mail Service, Washington, D. C.

OFFICE SUPERINTENDENT RAILWAY MAIL SERVICE, SEVENTH DIVISION,
Saint Louis, Mo., October 10, 1883.

SIR: In connection with "statistics of railway mail transportation" in seventh division, forwarded this day, I have the honor to state the principle upon which I base my estimate of car space required, as shown in column 17, is as follows:

0 to 50 pounds will require 4 inches linear space.
50 to 250 pounds will require 6 inches linear space.
250 to 600 pounds will require 1 foot linear space.
600 to 1,000 pounds will require 1 foot 6 inches linear space.
1,000 to 1,300 pounds will require 2 feet linear space.
1,300 to 2,000 pounds will require 3 feet linear space.
2,000 to 2,600 pounds will require 4 feet linear space.

To explain how 4 inches will accomodate, say, 40 pounds of mail, I would state that 4 inches linear space would make about 3 square feet, or a space 1 foot in width by 3 feet in length, which will readily accommodate the above weight of mail.

In the same manner a linear space of 6 inches would be equivalent to $4\frac{1}{2}$ feet square, or a space 3 feet in length by $1\frac{1}{2}$ feet in width, in which I consider that 250 pounds of mail can be piled as a maximum amount.

I have, by similar methods, arrived at the number of pounds a linear space of 1 foot, 1 foot 6 inches, &c., will accommodate.

In column 8 I have based my estimate of space necessary in mail apartments and postal cars upon the actual present necessities of the service. An invariable system cannot be made which will apply to all lines, for the reason that the distribution on some lines requires more space than on other lines where the weights of mail handled are about equal.

Again, an apparent discrepancy will appear in this part of my report, with reference to lines in some parts of the division, such as Texas, where weighings have not been had for two years. In such cases the amount of space required in mail apartments will appear greater for the weight of mail shown than on Missouri lines, for instance, where weighings were had this spring and weights have not materially changed. The actual present needs of the service are borne in mind in this case.

Very respectfully,

E. W. WARFIELD,
Superintendent.

Hon. W. B. THOMPSON,
General Superintendent Railway Mail Service, Washington, D. C.

OFFICE SUPERINTENDENT RAILWAY MAIL SERVICE, SIXTH DIVISION,
Chicago, Ill., September 5, 1883.

DEAR SIR: In accordance with the directions contained in printed circular from your office, dated July 5, 1883, I have made up "statistics of railway mail service transportation," and forward same this day by registered mail to your address.

I have the honor to state that my estimates of linear car space required on railroad post-office lines is based entirely on the amount of room necessary on the various routes to properly and conveniently distribute the mails passing over each line, and that in arriving at my conclusions no material attention has been paid to the weight of mails carried, as in my judgment no reliable estimate of necessary car space on railroad post-office lines can be made on the basis of the average weight of mail carried per day, because on some lines *all* the mail carried is for local points and immediate connections, and requires a close distribution into a large number of separations, while on other lines which carry equally as heavy or a great deal heavier mail there are but few stations, and the bulk consists of through mail, which requires but storage-room and very little space for the purpose of distribution.

In my estimate of the space necessary in baggage cars for express mails, I have started upon the basis of 6 linear inches as the smallest amount required, even where there is but one pouch or sack to be carried, and as that gives us a space of a little over 2 feet square on the floor of the car, I conclude that this is sufficient room to store 10 to 15 No. 3 pouches and 6 or 8 partly filled canvas sacks. The weight of the mails combined with the number of sacks and pouches in which it is contained has been taken into consideration in filling up columns 17 and 35, and while it is impossible to give the *exact* number of pouches and sacks sent on the different trains, I think the figures given are substantially correct.

On Route No. 2003, between Chicago and Union Pacific Transfer, a large mail is carried in baggage cars of the trains, to which the railway post-office is attached, occupying perhaps an average space of 25 feet. This is not included in the estimated space necessary for said line, as I could not find a suitable place in the blank to ex-

plain this. The same is the case on Route 34001, between Council Bluffs and Ogden, where short baggage cars (called "dinkeys") are run, in which to store a portion of the through mail, and on some days of the week the entire car is used for this purpose. Probably an average space of 20 feet per day would be a reasonable estimate for this space.

Very respectfully,

JAMES E. WHITE,
Superintendent.

Hon. W. B. THOMPSON,
General Superintendent Railway Mail Service, Washington, D. C.

APPENDIX X.

CASE EXAMINATIONS.

The nature of case examinations and the manner of conducting the same will be as follows:

Section 1.—General scheme of distribution post-offices to routes, post-offices to counties, or standpoint distribution, as the superintendent may deem best.

Section 2.—Knowledge of connections.

Section 3.—Knowledge of book of instructions.

Section 4.—Knowledge of the laws and regulations in relation to postage.

Section 5.—In making case examinations by schemes employés will be required to make subdivisions of routes as between junctions, excepting where these subdivisions are used in the distribution of mail on his route.

Section 6.—A card placed in the case cannot be changed after the one following has been distributed.

Section 7.—Cards of junctions must be distributed to the route supplying them quickest.

Section 8.—Time consumed in distributing cards will be noted.

Section 9.—A statement of the result of case examinations will be given to the employé, and information as to what his next examination will be will be noted upon the reverse side of the same, unless there are special reasons for not doing so, in which case this will also be noted.

Section 10.—Thirty days' notice will be allowed for preparation for first examination on any State, and from three to five days' notice will be allowed to insure the receipt of notice to the employé to report for examinations. All re-examinations will be made at such times as the superintendent may designate.

Section 11.—Voluntary examinations will be made wherever requested if possible.

Section 12.—Special instructions as to the nature and frequency of examinations of probationary appointees will be given in accordance with the present instructions of the general superintendent of railway mail service.

APPENDIX Y.

STATISTICS OF WORK BY DIVISIONS.

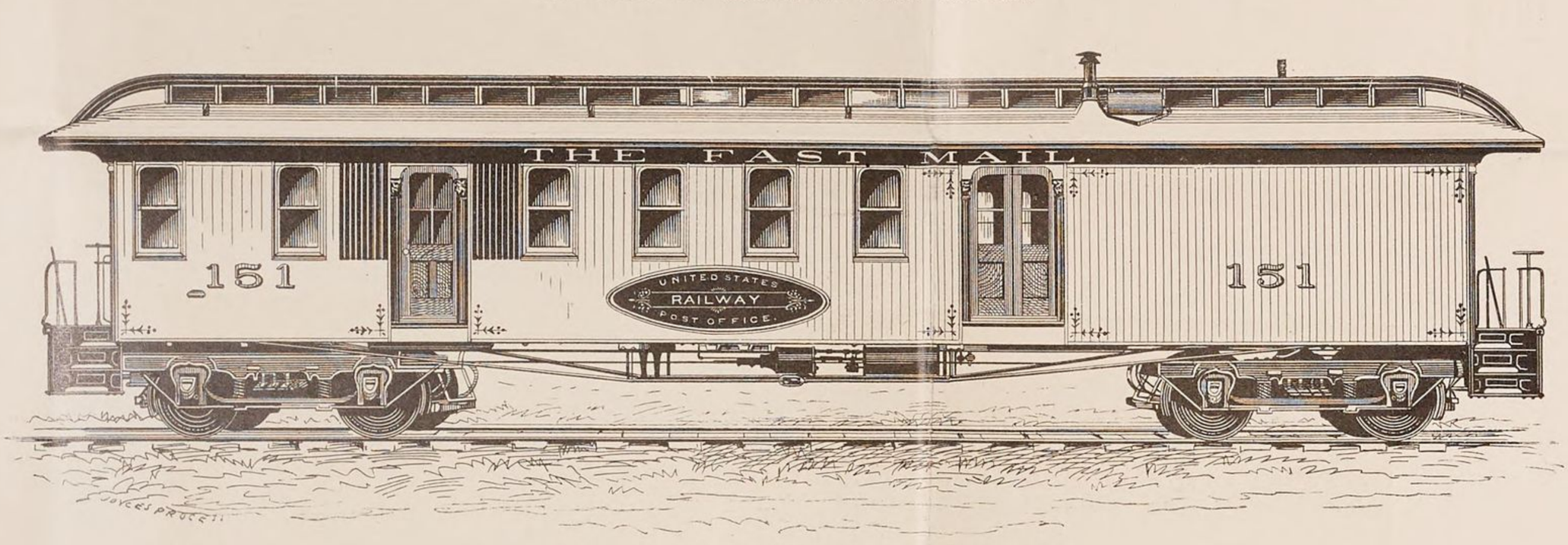
RECAPITULATION.

Division.	Number of railway post-office lines.	Number of crews.	Number of railway postal clerks at work on lines.	Whole number of clerks in the service.	Miles run by clerks from register to register.	Miles of railroad over which clerks run.	Annual miles of railroad service performed by clerks.	Annual pay for transportation.
First	81	182	328	368	7,102.16	4,993.76	6,237,540	$791,250 58
Second	157	299	488	560	13,591.49	11,161.93	11,147,083	1,453,985 90
Third	46	139	198	224	5,741.78	5,338.95	5,250,528	683,560 10
Fourth	63	179	219	242	9,516.55	9,102.78	7,951,564	821,827 35
Fifth	117	367	638	686	18,977.40	15,336.07	14,684,033	1,908,891 47
Sixth	201	526	776	827	29,262.83	26,945.93	21,186,781	3,235,612 65
Seventh	104	319	439	468	19,183.76	17,880.72	15,689,254	1,921,711 54
Eighth	29	90	107	115	5,902,27	5,464.58	4,236,031	721,832 54
Ninth	47	139	390	419	6,944.03	5,945.84	6,257,285	1,401,873 32
Total	845	2,240	3,583	3,909	116,223.27	102,140.56	92,640,099	12,940,495 45



JOYCE PROCESS.

INTERIOR OF RAILWAY POST OFFICE.



EXTERIOR OF RAILWAY POST OFFICE.

Comparative Table showing relatively the Miles of Mail Service by Railway, and rate of increase since 1842.

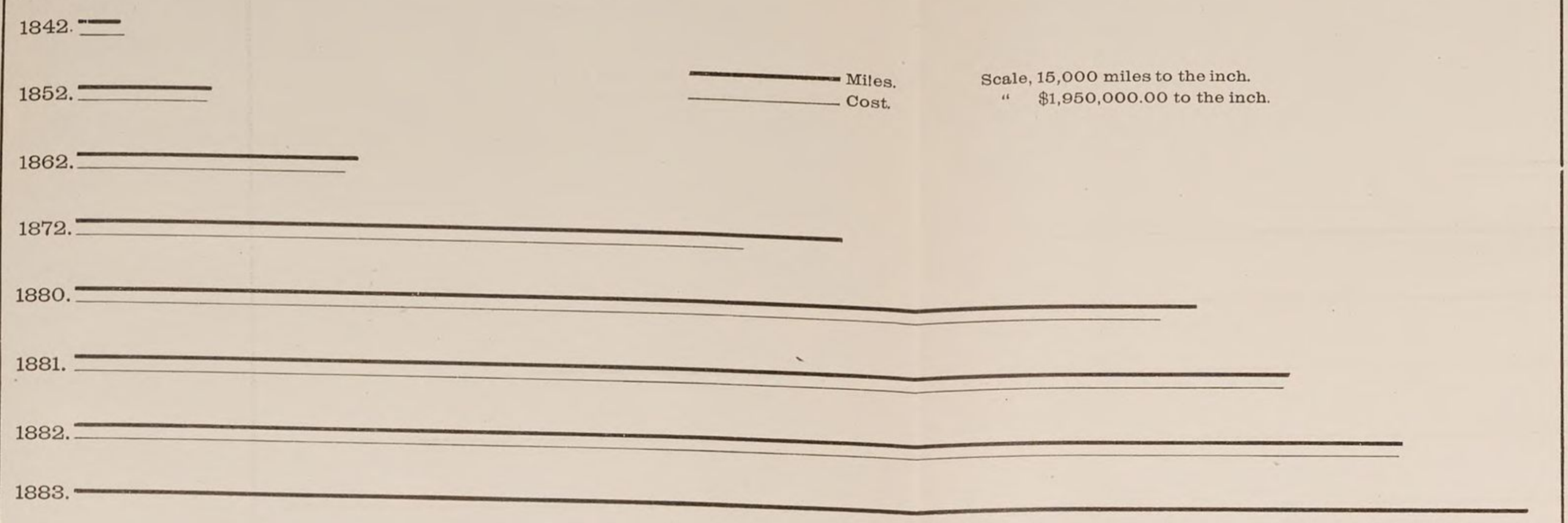


Table showing approximately the extent and cost of the Railway Mail Service since 1842.

1842.	1852.	1862.	1872.	1882.	1884.
Miles, 3,091. Cost. $432,568.00. "The vast machinery of the Gen'l Post Office and minuteness of its details."—*Rep't of P. M. Gen'l*, 1842. "Upon most of the rail roads in the U. S. the mail is transported at an immense expense." *Rep't* 1842.	Miles, 10,146. Cost, $1,275,520.00.	Miles, 21,338. Cost, $2,543,709.00.	Miles, 57,911. Cost, $6,502,771.00.	Miles, 100,563. Cost, $13,127,715.00. Equal to the total annual revenues of the Federal Government in the administration of John Quincy Adams.	Miles, 117,160. Cost, $15,012,603.00.

This line represents the increase of service in 1882, nearly equal to the total miles of service in the U. S. in 1852.--*Vide ut supra.*

Total miles of railroad route (including terminal distances from depot to post-offices)	117,160
Total miles of railroad route over which railway postal clerks run	102,141
Total miles of railroad route upon which there is no service by railway postal clerks	15,019
Total annual miles of railway postal service by clerks	92,640,099
Total annual miles of railway service, express mails, and closed pouches	49,901,293
Average annual distance run by each postal clerk	41,283
Total number of letters, pieces of ordinary mail matter, registered packages, and through registered pouches handled	4,536,697,326
Average daily number of pieces of mail handled by each postal clerk	3,193
Total number of errors in distribution	1,167,223
Average annual number of errors made by each postal clerk	299
Average daily miles run by each postal clerk	113
Cost of transportation by railroad	$12,940,495 41
Cost of railway post-office cars	1,815,986 95
Total annual cost of the service	14,756,482 46

RECAPITULATION.

Annual pay for railway post-office cars.	Number of cars and apartments.					Total number of letters and pieces of ordinary mail matter handled.	Total registered packages handled.	Total through registered pouches handled.
	Whole cars in use.	Whole cars in reserve.	Apartments in use.	Apartments in reserve.	Total cars and apartments.			
$117,273 22	18	2	117	61	198	372,792,510	1,269,567	64,332
201,691 75	25	14	192	131	362	542,981,750	2,388,524	109,557
132,194 05	37	9	64	9	119	225,827,010	1,154,940	54,893
109,397 95	30	10	92	25	157	312,507,290	1,711,384	52,508
324,363 94	53	12	180	36	281	785,262,290	2,082,281	158,709
376,844 38	90	28	277	41	436	906,341,610	3,493,557	86,631
143,032 95	43	17	186	22	268	747,584,430	2,518,210	47,750
58,010 25	16	2	43	6	67	131,553,320	730,725	12,695
354,313 17	37	8	68	9	122	494,811,690	974,718	124,445
1,815,986 96	349	102	1,219	340	2,010	4,519,661,900	16,323,906	711,520

The divisions are constituted as follows: 1st division, Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, and Connecticut; 2d division, New York, New Jersey, Pennsylvania, Delaware, and the Eastern Shore of Maryland; 3d division, Maryland (excluding the Eastern Shore), Virginia, West Virginia, North Carolina, and the District of Columbia; 4th division, South Carolina, Georgia, Florida, Alabama, Mississippi, and Louisiana; 5th division, Ohio, Indiana, Kentucky, and Tennessee; 6th division, Wisconsin, Illinois, Iowa, Nebraska, Minnesota, Upper Peninsula of Michigan, and the Territories of Dakota and Wyoming; 7th division, Missouri, Kansas, Arkansas, Texas, Colorado, and the Indian Territory and Territory of New Mexico; 8th division, California, Nevada, Oregon, and the Territories of Alaska, Arizona, Idaho, Montana, Utah, and Washington; 9th division, the through mails via Buffalo, Suspension Bridge, Toledo, and Detroit, the lines of the Lake Shore and Michigan Southern Railroad, and the Lower Peninsula of Michigan.

Statement of steamboat mail service with postal clerks in operation during ths fiscal year ended June 30, 1884.

RECAPITULATION.

Division.	Number of lines.	Total number of crews.	Total number of clerks.	Miles of route run by clerks.	Annual miles of service performed by clerks.	Number of mail apartments.
First	1	1	1	232.00	14,976	1
Second	4	5	5	129.00	51,077	11
Third	10	18	18	1,851.00	551,304	15
Fourth	14	25	25	2,499.94	629,404	30
Fifth	7	14	14	905.00	289,298	14
Sixth	1	3	3	202.00	126,452	4
Seventh	5	8	8	1,222.50	259,207	12
Eighth	4	6	6	481.75	167,671	6
Ninth	1	2	(*)	126.00	32,084	2
Total	47	82	†80	7,649.19	2,121,193	95

* Discontinued November 13, 1883.
† Three of these are acting clerks and are not borne on the rolls of the Department.

Total miles of route	7,649.19
Total annual miles of service	2,121,193.00
Average annual distance run by each clerk	25,868.00

Statement of mail service performed in closed pouches upon railroads and parts of railroads over which no railway post-offices run, in operation during the fiscal year ended June 30, 1884.

RECAPITULATION.

Division.	Number of route.	Miles of route.	Annual miles of service.	No. of pouches exchanged daily.
First	87	974.19	1,293,602	629
Second	190	2,084.90	3,142,797	1,635
Third	35	641.54	494,047	188
Fourth	64	1,530.37	1,244,133	394
Fifth	53	1,151.40	598,330	154
Sixth	135	3,345.71	2,893,691	1,962
Seventh	65	2,824.02	2,171,179	1,166
Eighth	44	1,561.15	1,200,547	476
Ninth	25	906.16	520,610	338
Total	698	15,019.44	13,558,936	6,942

Statement of mail distributed en route on the cars by railway postal clerks during the fiscal year ended June 30, 1884.

Division.	Number of letter packages distributed.	Whole number of letters distributed.	Number of sacks of second, third, and fourth class matter distributed.	Whole number of pieces of second, third, and fourth class matter undistributed.	Whole number of letters and pieces of other mail matter distributed.	Number of packages and cases of registered matter.	Number of through registered pouches.
First	6,418,479	256,739,160	773,689	116,053,350	372,792,510	1,269,567	64,332
Second	8,673,395	346,935,800	1,306,973	196,045,950	542,981,750	2,388,524	109,557
Third	3,262,749	130,509,960	635,447	95,317,050	225,827,010	1,154,940	54,893
Fourth	4,655,531	186,221,240	841,507	126,286,050	312,507,290	1,711,384	52,508
Fifth	11,097,971	443,918,840	2,275,623	341,343,450	785,262,290	2,082,281	158,709
Sixth	14,021,814	560,872,560	2,303,127	345,469,050	906,341,610	3,493,557	86,631
Seventh	12,011,277	480,451,080	1,780,889	267,133,350	747,584,430	2,518,210	47,750
Eighth	2,102,498	84,099,920	316,356	47,453,400	131,553,320	730,725	12,695
Ninth	7,642,461	305,698,440	1,260,755	189,113,250	494,811,690	974,718	124,445
Total	69,886,175	2,795,447,000	11,494,766	1,724,214,900	4,519,661,900	16,323,906	711,520

Whole number of pieces of mail handled in 1884	4,519,661,900
Whole number of pieces of mail handled in 1883	3,981,516,280
Increase	538,144,220

Percentage of increase, 1884 over 1883, 13.52.
Percentage of increase, 1883 over 1882, 15.96.

Packages, pouches, and cases of registered matter handled in 1884	17,035,426
Packages, pouches, and cases of registered matter handled in 1883	16,234,715
Increase	800,711

Percentage of increase, 1884 over 1883, 4.93.
Percentage of increase, 1883 over 1882, 9.65.

Statement of errors made by the railway postal clerks during the fiscal year ended June 30, 1884.

Division.	Incorrect slips returned.	Errors on incorrect slips.	Missent.				Misdirected.			Errors checked.	
			Letter packages.	Pouches.	Sacks.	Registered packages.	Letter packages.	Pouches.	Sacks.	Against railway postal clerks.	Against post-offices.
First	11,461	18,621	832	619	150	52	38	50	26	39,751	(*)
Second	34,972	66,333	792	634	161	72	129	80	17	54,286	46,007
Third	29,166	58,282	423	109	84	40	44	15	50	107,355	(*)
Fourth	38,057	72,940	1,176	139	100	120	130	39	60	186,276	(*)
Fifth	105,156	223,837	1,503	157	117	7	237	67	101	378,831	220,604
Sixth	117,217	278,690	3,094	373	323	119	863	120	383	532,278	(*)
Seventh	84,180	189,264	2,090	742	666	295	185	17	34	433,155	(*)
Eighth	6,257	10,253	114	13	5	22	36	1	2	58,370	22,557
Ninth	90,021	249,003	1,338	1,235	213	63	199	44	86	120,384	53,354
Total	516,487	1,167,223	11,362	4,021	1,819	790	1,861	433	759	1,910,686	.....

* Not reported.

RECAPITULATION.

Number of letters and pieces of other mail distributed in 1884	4,519,661,900
Number of errors made in the distribution of the same	1,167,223
Number of letters and pieces of other mail matter distributed to each error, 1884	3,872
Number of letters and pieces of other mail matter distributed to each error, 1883	4,153
Percentage of correct distribution, 1884	99.97+
Percentage of correct distribution, 1883	99.97+

Table of errors in the distributing and forwarding of mails by post-offices during the fiscal year ended June 30, 1884.

RECAPITULATION.

Division.	Incorrect slips.	Errors on incorrect slips.	Missent.				Misdirected.			Errors checked.	
			Letter packages.	Pouches.	Sacks.	Registered packages.	Letter packages.	Pouches.	Sacks.	Against railway postal clerks.	Against post-offices.
First	25,094	45,570	332	44	12	66	172	99	42	5,441	10,652
Second	73,060	303,903	734	14	10	44	530	63	223	2,517	11,611
Third	15,598	33,294	127	11	30	(*)	79	11	10	22,740	(*)
Fourth	10,483	19,469	225	11	7	31	56	17	39	(*)	(*)
Fifth	38,313	56,646	752	38	19	44	593	68	97	(*)	(*)
Sixth	46,932	82,715	835	95	7	44	455	121	77	16,820	2,600
Seventh	84,180	189,264	2,090	742	666	295	185	17	34	1,117	(*)
Eighth	8,822	13,932	242	13	4	59	58	30	20	541	165
Ninth	7,290	12,341	136	39	3	7	67	12	14	7,561	415
Total	309,772	757,134	5,473	1,007	758	590	2,195	438	556	.....	.....

* Not reported.

Statement of case examinations of permanent railway postal clerks for the fiscal year ended June 30, 1884.

Division.	Examinations.	Cards handled.	Cards correct.	Cards incorrect.	Cards not known.	Average per cent. correct.	Highest individual per cent. correct.	Lowest individual per cent. correct.
First	238	140,429	138,488	1,935	6	98.61	100.00	87.00
Second	802	1,559,617	811,485	130,097	618,035	52.03	100.00	2.31
Third	212	189,504	165,299	16,226	10,979	87.22	100.00	4.37
Fourth	565	326,252	307,577	14,945	3,730	94.27	100.00	24.01
Fifth	911	922,503	837,026	55,392	30,085	90.73	100.00	36.71
Sixth	564	693,239	651,785	23,311	18,143	94.02	100.00	22.50
Seventh	890	563,003	516,293	31,862	14,848	91.70	100.00	11.78
Eighth	408	169,412	165,827	3,124	461	97.70	100.00	80.49
Ninth	313	464,533	333,510	92,830	38,193	71.79	100.00	1.58
Total	4,903	5,028,492	3,927,290	366,722	734,480	78.10	100.00	2.31

Statement of case examinations of railway post-office clerks during probation for the fiscal year ended June 30, 1884.

Division.	Probationary appointments.	Examinations.	Cards handled.	Cards correct.	Cards incorrect.	Cards not known.	Average per cent. correct.	Probationers who received permanent appointment.
First	38	81	51,118	48,457	2,624	37	94.79	29
Second	241	604	850,239	332,369	43,184	474,695	39.09	95
Third	50	110	90,875	67,701	12,687	10,487	74.40	16
Fourth	100	179	100,680	86,873	4,805	9,002	86.26	29
Fifth	231	971	1,072,270	846,199	131,809	94,262	78.92	169
Sixth	238	459	402,409	347,408	27,052	27,949	86.92	143
Seventh	177	426	287,106	220,805	29,299	37,002	76.90	89
Eighth	33	192	80,992	74,912	4,477	1,603	92.49	28
Ninth	210	441	536,416	314,563	173,208	48,645	58.64	65
Total	1,318	3,463	3,472,105	2,339,278	429,145	703,682	67.37	663

Division.	Average per cent. correct during probation made by those permanently appointed.	Dropped during probation, including those permitted to resign.	Percentage of probationary appointees who failed to pass final examinations.	Average per cent. cards correct of those dropped.	Highest individual per cent. correct.	Lowest individual per cent. correct.	Per cent. correct required for permanent appointment.
First	95.20	9	23.68	89.61	100.00	83.66	90.00
Second	40.07	69	28.63	35.06	100.00	0.87	90.00
Third	83.81	13	56.00	53.07	99.34	7.93	(*)
Fourth	92.13	18	18.00	71.50	99.84	33.97	90.00
Fifth	88.19	116	50.21	56.79	100.00	7.03	90.00
Sixth	86.32	64	30.91	71.04	100.00	8.00	90.00
Seventh	88.44	51	52.77	51.09	100.00	9.07	90.00
Eighth	94.05	12	36.36	81.40	99.58	33.49	90.00
Ninth	64.46	67	30.47	43.33	99.74	31.00	90.00
Total	.....	419	31.78	.....	100.00	0.87	.....

* Not reported.

Statement, by divisions, of average daily miles run by crews during the fiscal year ended June 30, 1884.

RECAPITULATION.

Division.	Total miles of routes.	Daily miles run.	Total number of crews.	Average miles run daily by crews.	Number of railway post-office lines.
First	7,102.16	19,713.88	182	108.31	81
Second	13,591.49	34,558.44	299	115.59	157
Third	5,741.78	15,519.34	139	111.65	46
Fourth	9,516.55	22,567.38	179	126.07	63
Fifth	18,773.56	45,092.70	367	121.77	117
Sixth	29,362.83	66,076.08	526	125.62	201
Seventh	10,183.76	42,078.60	319	131.91	104
Eighth	5,902.27	11,989.74	90	133.21	29
Ninth	6,944.03	19,807.30	139	142.50	47
Total	116,118.43	277,403.46	2,240	123.88	845

Steamboat service not included.

Statement of annual salaries of railway postal clerks by classes.

Class.	Annual salary.	Number of railway postal clerks.	Aggregate annual salary.	Class.	Annual salary.	Number of railway postal clerks.	Aggregate annual salary.
Class 5	$1,400	56	$78,400	Class 1	$640	2	$1,280
Class 5	1,300	519	674,700	Class 1	620	2	1,240
Class 4	1,150	588	676,200	Class 1	610	1	610
Class 3	1,000	1,408	1,408,000	Class 1	600	37	22,200
Class 2	900	571	513,900	Class 1	580	2	1,160
Class 2	890	5	4,450	Class 1	570	.....	.....
Class 2	880	13	11,440	Class 1	560	1	560
Class 2	870	5	4,350	Class 1	550	1	550
Class 2	860	7	6,020	Class 1	540	.....	.....
Class 2	855	1	855	Class 1	520	2	1,040
Class 2	850	14	11,900	Class 1	510	1	510
Class 2	840	14	11,760	Class 1	500	11	5,500
Class 2	830	.....	.....	Class 1	480	1	480
Class 2	820	11	9,020	Class 1	450	1	450
Class 2	810	11	8,910	Class 1	440	1	440
Class 1	800	497	397,600	Class 1	420	1	420
Class 1	790	2	1,580	Class 1	410	1	410
Class 1	780	7	5,460	Class 1	400	3	1,200
Class 1	770	6	4,620	Class 1	360	3	1,080
Class 1	760	13	9,880	Class 1	320	1	320
Class 1	750	5	3,750	Class 1	300	5	1,500
Class 1	740	7	5,180	Class 1	240	2	480
Class 1	730	6	4,380	Class 1	180	4	720
Class 1	720	39	28,080	Class 1	150	1	150
Class 1	710	2	1,420	Class 1	120	1	120
Class 1	700	17	11,900	Class 1	100	1	100
Class 1	690	3	2,070	Class 1	60	1	60
Class 1	680	7	4,760	Class 1	12	15	180
Class 1	670	2	1,340	Class 1	1	23	23
Class 1	660	1	660				
Class 1	650	1	650	Total	.....	3,963	3,946,018

Total number of railway postal clerks	3,963
Aggregate annual salary	$3,946,018
Average annual salary	$995 71

Statement of letters for Chicago City delivery, distributed in the 9th Division Railway Mail Service during the fiscal year ended June 30, 1884.

Month.	Daily number of trips.	Packages distributed.	Packages undistributed.	Number of letters (counting 75 to the package).	Remarks.
1883.					
October	1	2,298	262	172,350	Chicago, Ill., post-office checked no errors on this mail. This distribution was discontinued March 10, 1884, as change in time of arrival of train made it necessary to distribute this mail.
November	1	3,889	2,995	291,675	
December	1	3,542	2,286	265,650	
1884.					
January	1	3,349	1,101	251,175	
February	1	2,956	2,789	221,700	
March	1	460	451	34,500	
Total	.....	16,494	9,884	1,237,050	

Statement of letters for New York City delivery, distributed in the 9th Division Railway Mail Service during the fiscal year ended June 30, 1884.

Month.	Daily number of trips.	Number of packages distributed.	Number of packages undistributed.	Number of incorrect slips.	Number of errors.	Number of missent packages.	Number of letters, counting 75 to the package.	Number correct to each error.
1883.								
July	3	15,487	.....	339	792	8	1,161,525	1,466
August	3	15,899	5	421	817	1	1,192,425	1,459
September	3	15,937	.....	211	390	.....	1,195,275	3,064
October	3	17,011	.....	181	309	.....	1,275,825	4,128
November	3	17,107	138	378	717	2	1,283,025	1,789
December	3	15,967	.....	279	586	.....	1,197,525	2,043
1884.								
January	3	16,229	120	321	460	2	1,217,175	2,646
February	3	14,750	50	280	437	.....	1,106,250	2,510
March	3	15,220	.....	378	661	.....	1,141,500	1,726
April	3	15,125	.....	172	439	1	1,134,375	2,586
May	3	14,790	.....	342	561	3	1,109,250	1,977
June	3	13,271	.....	155	223	1	995,325	4,463
Total	.....	186,793	313	3,457	6,392	18	14,009,475	.....

Statement of separation of mail for New York City delivery, from September, 1883, *to June,* 1884.

Month.	Name of railway post-office.	Trains.	Packages distributed.	Packages undistributed.	Incorrect slips.	Errors.	Number of letters distributed (75 to the package).	Number correct to each error.	Order of merit in corrections.
1883.									
Sept...	New York and Chicago	a4	15,937	.....	211	390	1,195,275	3,064	4
	Boston, Providence and New York	1	1,405	.....	.....	.....	105,375	.....	....
	Boston, Springfield and New York	2	6,349	4	.....	.....	476,175	.....	....
	New York and Washington	4	8,847	316	98	142	663,525	4,672	2
	New York and Pittsburgh b	4	14,038	1,300	191	316	1,052,850	3,331	3
	New York and Dunkirk	2	2,978	880	49	99	223,350	2,255	5
	Albany and New York	1	1,153	16	9	18	86,475	4,803	1
	Boston and New York c	1	716	.....	.....	.....	53,700	.....	....
	Total	18	51,423	2,516	558	965	3,856,725	.....	....

a One of these trains works city mail only on Sundays.
b The cause of carrying in undistributed so much mail was double connection.
c This is a new train working city mail.

Statement of separation of mail for New York City delivery, &c.—Continued.

Month.	Name of railway post-office.	Trains.	Packages distributed.	Packages undistributed.	Incorrect slips.	Errors.	Number of letters distributed (75 to the package).	Number correct to each error.	Order of merit in corrections.
1883.									
Oct....	New York and Chicago	*a*4	17,011	.....	181	309	1,275,825	4,128	....
	Boston, Providence and New York	1	1,579	15	.....	.....	118,425	.....	....
	Boston, Springfield and New York	2	7,541	5	.....	.....	565,575	.....	....
	Boston and New York	1	817	.....	.....	.....	61,275	.....	....
	New York and Washington	3	10,331	551	169	252	774,825	3,074	3
	New York and Pittsburgh	4	16,414	1,143	276	448	1,231,050	2,747	4
	New York and Dunkirk	2	3,283	1,176	66	113	246,225	2,178	5
	Albany and New York	1	1,299	.....	17	22	97,425	4,427	1
	Total	18	58,275	2,890	709	1,144	4,370,625	.....	....
Nov ...	New York and Chicago	*a*4	17,107	138	378	*b*717	1,283,025	1,788	4
	Boston, Providence and New York	1	1,383	.....	.....	.....	103,725	.....	....
	Boston, Springfield and New York	2	7,871	.....	.....	.....	590,325	.....	....
	Boston and New York	1	733	.....	.....	.....	54,975	.....	....
	New York and Washington	3	10,947	*c*732	179	252	821,025	3,257	....
	New York and Pittsburgh	4	14,933	*d*1,865	276	430	1,119,975	2,604	3
	New York and Dunkirk	2	3,466	*e*559	119	193	259,950	1,346	5
	Albany and New York	1	1,118	*e*105	14	22	83,850	3,810	1
	Total	18	57,558	3,399	967	1,614	4,316,850	.....	....
Dec....	New York and Chicago	*f*4	15,967	138	279	586	1,197,525	2,043	5
	Boston, Providence and New York	1	1,466	.....	(*g*)	(*g*)	109,950	.....	....
	Boston, Springfield and New York	2	9,112	.....	(*g*)	(*g*)	683,400	.....	....
	Boston and New York	1	814	.....	(*g*)	(*g*)	61,050	.....	....
	New York and Washington	3	11,387	*h*1,731	109	167	854,025	5,113	1
	New York and Pittsburgh	4	16,006	1,136	163	*i*256	1,200,4 0	4,688	2
	New York and Dunkirk	2	4,383	165	76	102	328,725	3,221	4
	Albany and New York	1	1,217	129	16	22	91,275	4,148	3
	Total	18	60,352	3,299	643	1,133	4,526,400	.....	....
1884.									
Jan....	New York and Chicago	*f*4	16,129	120	321	*j*460	1,209,675	2,631	4
	Boston, Providence and New York	1	1,437	55	(*g*)	(*g*)	107,775	(*g*)	(*g*)
	Boston, Springfield and New York	2	8,993	35	(*g*)	(*g*)	674,475	(*g*)	(*g*)
	Boston and New York	1	753	.....	(*g*)	(*g*)	56,475	(*g*)	(*g*)
	New York and Washington	3	11,088	927	90	123	831,600	6,760	1
	New York and Pittsburgh	4	16,809	682	215	333	1,260,675	3,785	2
	New York and Dunkirk	2	4,288	47	69	140	321,600	2,296	5
	Albany and New York	1	1,321	.....	18	29	99,075	3,415	3
	Total	18	60,818	1,866	713	1,085	4,561,350	.....	....
Feb....	New York and Chicago	4	14,750	50	280	437	1,106,250	250	5
	Boston, Springfield and New York	2	7,351	51	(*g*)	(*g*)	551,325	(*g*)	(*g*)
	Boston, Providence and New York	1	1,284	88	(*g*)	(*g*)	96,300	(*g*)	(*g*)
	Boston and New York	1	768	.....	(*g*)	(*g*)	57,600	(*g*)	(*g*)
	New York and Washington	3	9,310	*k*1,077	89	132	698,250	5,288	1

a One of these trains works city mail only on Sunday.

b Missent two packages of letters.

c The increase of mail unworked is accounted for by a change of schedule, which gives to train 62 the New York City mail from Washington and Charlotte Railroad, which formerly was forwarded on limited express.

d The large amount of mail unworked is explained by Chief Clerk Hughes as follows: "The bulk of the mail unworked is by train 8, and is owing to the "Limited" connections being received at Harrisburg, which so increases all their work as to render it impossible for clerks to get through."

e No city mail worked on this railroad on election day.

f One train worked mail only on Sunday.

g No data.

h A large part of this mail was unworked because of extremely heavy State mail; also because of trains failing to receive regular connections from the South at Washington, D. C.; also on one day (31st), on day line, on account of receiving the United States Treasury letters containing the checks for interest on United States Government bonds, which made the mails so heavy that no city mail was worked.

i One misdirected package.

j Also two missent packages during the month in New York and Chicago R. P. O.

k All the mail unworked by fast mail and day line caused by double connections from the South on 8th instant through sudden illness of clerk in charge on fast mail.

Statement of separation of mail for New York City delivery, &c.—Continued.

Month.	Name of railway post-office.	Trains.	Packages distributed.	Packages undistributed.	Incorrect slips.	Errors.	Number of letters distributed (75 to the package).	Number correct to each error.	Order of merit in corrections.
1884.									
Feb....	New York and Pittsburgh	4	14,106	*a*1,318	*b*232	397	1,057,950	2,664	4
	New York and Dunkirk.....	2	4,199	47	*b*53	90	314,925	3,498	2
	Albany and New York.....	1	1,168	45	*b*17	26	87,600	3,368	3
	Total.....	18	52,936	2,676	671	1,082	3,970,200	.....	....
Mar ...	New York and Chicago *c*.....	4	15,220	.....	378	661	1,141,500	1,726	5
	Boston, Springfield and New York ..	2	6,749	.....	(*d*)	(*d*)	506,175	(*d*)	(*d*)
	Boston, Providence and New York..	1	1,546	.....	(*d*)	(*d*)	115,950	(*d*)	(*d*)
	Boston and New York	1	766	57	(*d*)	(*d*)	57,450	(*d*)	(*d*)
	New York and Washington.....	3	10,698	559	*e*124	222	802,350	3,613	....
	New York and Pittsburgh	4	17,873	564	*f*207	389	1,340,475	3,445	....
	New York and Dunkirk	2	4,574	159	69	120	343,050	2,853	3
	Albany and New York	1	1,252	.....	22	42	93,900	2,236	4
	Total.....	18	58,678	1,339	800	1,434	4,400,850	.....	....
Apr ...	New York and Chicago	4	15,125	.....	*g*172	439	1,134,375	2,583	5
	Boston, Springfield and New York..	2	6,913	.....	(*d*)	(*d*)	518,475	(*d*)	(*d*)
	Boston, Providence and New York .	1	1,520	.....	(*d*)	(*d*)	114,000	(*d*)	(*d*)
	Boston and New York	1	731	.....	(*d*)	(*d*)	54,725	(*d*)	(*d*)
	New York and Washington.....	3	10,943	108	111	199	820,825	4,124	1
	New York and Pittsburgh.....	4	17,464	130	251	389	1,309,800	3,366	2
	New York and Dunkirk	2	4,399	121	75	120	329,925	2,748	3
	Albany and New York....	1	1,372	.....	19	38	102,900	2,707	4
	Total.....	18	58,467	359	628	1,185	4,385,025	...	....
May ...	New York and Chicago	4	14,790	.....	342	*h*561	1,109,250	1,958	6
	Boston, Springfield and New York..	2	6,235	.....	95	141	467,625	3,315	4
	Boston, Providence and New York..	1	1,511	(*d*)	(*d*)	.....	113,325	(*d*)	(*d*)
	Boston and New York	1	825	(*d*)	(*d*)	.....	61,875	(*d*)	(*d*)
	New York and Washington.....	3	9,678	124	92	140	725,850	5,184	1
	New York and Pittsburgh	4	16,558	.....	170	278	1,241,850	4,466	3
	New York and Dunkirk	2	4,746	.....	79	130	355,950	2,736	5
	Albany and New York.....	1	1,491	*i*50	18	23	111,825	4,861	2
	Total.....	18	55,834	224	796	1,273	4,187,550	.....	....
June ..	New York and Chicago	4	13,271	.....	*j*155	223	995,325	4,462	5
	Boston, Springfield and New York..	2	6,627	26	17	22	497,025	22,546	1
	Boston, Providence and New York..	1	1,418	.....	9	13	106,350	8,179	2
	Boston and New York	1	829	.....	36	49	62,175	1,268	8
	New York and Washington.....	3	7,983	14	83	119	598,725	5,030	3
	New York and Pittsburgh.....	4	14,628	*k*76	206	304	1,097,100	3,607	6
	New York and Dunkirk	2	4,353	9	81	124	326,475	2,632	7
	Albany and New York.....	1	1,624	9	21	26	121,800	4,679	4
	Total.....	18	50,733	134	608	880	3,804,975	.....	....

a The cause of so much mail being unworked was double connections received on account of flood.

b One misdirected package on Albany and New York, New York and Dunkirk, and New York and Pittsburgh R. P. O's.

c Nothing unworked in New York and Chicago R. P. O. for the first time since New York City distribution began.

d No data.

e Misdirected packages during March in New York and Washington R. P. O.

f Misdirected packages during March in New York and Pittsburgh R. P. O.

g One missent package in New York and Chicago R. P. O. during the month.

h Three missent packages on New York and Chicago during this month.

i Had an old car (No. 4, Syracuse, Auburn and Rochester), and no account to work any New York City mail on May 14.

j One missent package in New York and Chicago R. P. O.

k The cause which led to any New York City mail being unworked was the mispiling of a pouch of said mail by clerks on western division.

Statement of separation of mail for Philadelphia city delivery.

Month.	Name of railway post-office.	Trains.	Packages distributed.	Packages undistributed.	Incorrect slips.	Errors.	Number of letters distributed (75 to the package).	Number correct to each error.	Order of merit in corrections.
1883.									
Oct....	New York and Pittsburgh *a*.....	....	.....	.....	....	.....	.....	.....	....
	New York and Washington.....	1	851	.....	0	0	63,825	.....	....
	New York and Philadelphia.....	1	627	.....	0	0	47,025	.....	....
	Total.....	2	1,478	.....	0	(*b*)	110,850	.....	....
Nov ...	New York and Pittsburgh.....	2	6,977	*c*161	0	0	523,275	.....	....
	New York and Washington.....	1	915	28	0	0	68,625	.....	....
	New York and Philadelphia.....	1	662	.....	0	0	49,650	.....	....
	Total.....	4	8,554	189	0	(*b*)	641,550	.....	....
Dec....	New York and Pittsburgh.....	2	7,152	*c*942	(*a*)	(*a*)	536,400	(*a*)	(*a*)
	New York and Washington.....	1	1,135	*d*122	(*a*)	(*a*)	85,125	(*a*)	(*a*)
	New York and Philadelphia.....	1	813	.....	(*a*)	(*a*)	60,975	(*a*)	(*a*)
	Total.....	4	9,100	1,064	.....	.....	682,500	.....	....
1884.									
Jan....	New York and Pittsburgh.....	2	7,636	62	(*a*)	(*a*)	572,700	(*a*)	(*a*)
	New York and Washington	1	1,119	*e*106	(*a*)	(*a*)	83,925	(*a*)	(*a*)
	New York and Philadelphia.....	1	773	*f*23	(*a*)	(*a*)	57,975	(*a*)	(*a*)
	Total.....	4	9,528	191	.....	.....	714,100	.....	....
Feb....	New York and Pittsburgh.....	2	7,317	.....	(*a*)	(*a*)	548,775	(*a*)	(*a*)
	New York and Washington.....	1	1,055	9	(*a*)	(*a*)	79,125	(*a*)	(*a*)
	New York and Philadelphia.....	1	999	.....	(*a*)	(*a*)	70,425	(*a*)	(*a*)
	Total.....	4	9,311	9	.....	.....	698,325	.....	....
March .	New York and Pittsburgh.....	2	7,736	*g*156	(*a*)	(*a*)	580,200	(*a*)	(*a*)
	New York and Washington	1	1,116	*h*16	(*a*)	(*a*)	83,700	(*a*)	(*a*)
	New York and Philadelphia.....	1	931	.....	(*a*)	(*a*)	69,825	(*a*)	(*a*)
	Total.....	4	9,783	172	.....	.....	733,725	.....	....
April ..	New York and Pittsburgh.....	2	8,323	*i*106	(*a*)	(*a*)	624,225	(*a*)	(*a*)
	New York and Washington	1	1,125	.....	(*a*)	(*a*)	84,375	(*a*)	(*a*)
	New York and Philadelphia.....	1	1,196	.....	(*a*)	(*a*)	89,700	(*a*)	(*a*)
	Total.....	4	10,644	106	.....	.....	798,300	.....	....
May ...	New York and Pittsburgh.....	2	8,122	*i*40	20	35	609,150	17,403	2
	New York and Washington	1	965	.....	3	5	72,375	14,475	3
	New York and Philadelphia.....	1	1,057	.....	2	3	79,275	26,424	1
	Total.....	4	10,144	40	25	43	760,800	.....	....
June...	New York and Pittsburgh.....	2	7,351	.....	24	35	551,325	15,751	2
	New York and Washington	1	969	.....	3	5	72,675	14,534	3
	New York and Philadelphia	1	1,252	.....	2	3	93,900	31,299	1
	Total.....	4	9,572	.....	29	43	717,900	.....	....

a No data.

b Philadelphia post-office does not check errors.

c Caused by insufficient force.

d All unworked on one day caused by receiving the letters from United States Treasury containing checks for interest on Government bonds. This large addition to usual mails rendered it impossible to work any city letters.

e All unworked on one day; cause, a double delayed mail and regular clerk not on duty.

f Arrangements have been made which it is expected will prevent any more mail being unworked on New York and Philadelphia R. P. O.

g On the date when this mail was unworked Train No. 10 received all Train No. 8 connections as well as their own, consequently failed to work all.

h On the date when this mail was unworked Train No. 40 received a delayed southern connection.

i Mail undistributed was caused by being one clerk short and giving New York City mail the preference.

Statement of letters for Washington, D. C., city delivery, distributed in R. P. O., from December, 1883, to June, 1884, inclusive.

Month.	Railway post-office.	Daily trips.	Packages distributed.	Packages undistributed.	Incorrect slips.	Errors.	Number of letters distributed, at 75 to the package, by all railway post-offices.	Number correct to each error.	Order of merit.
December	Baltimore and Grafton	3	4,081	*2,386	52	58	601,500	4,289	2
	Washington and Charlotte	2	2,108	.....	37	57			3
	Washington and Richmond	2	1,831	.....	24	25			1
	Total for December	....	8,020	2,386	113	140			
January	Baltimore and Grafton	3	3,748	*1,965	32	42	939,450	7,961	3
	Washington and Charlotte	2	3,725	.....	34	41			2
	Washington and Richmond	2	5,053	.....	24	35			1
	Total for January	...	12,526	1,965	90	118			
February	Baltimore and Grafton	3	2,675	*1,701	22	30	610,625	8,979	3
	Washington and Charlotte	2	3,141	367	17	19			1
	Washington and Richmond	2	2,459	29	18	19			2
	Total for February	..	8,275	2,097	57	68			
March	Baltimore and Grafton	2	4,309	*5,467	30	38	792,825	6,052	1
	Washington and Charlotte	2	3,739	.....	42	59			3
	Washington and Richmond	2	2,523	.....	23	34			2
	Total for March	....	10,571	5,467	95	131			
April	Baltimore and Grafton	3	3,350	*6,971	16	22	721,500	7,287	1
	Washington and Charlotte	2	3 356	.....	40	44			3
	Washington and Richmond	2	2,914	.....	31	33			2
	Total for April	....	9,620	6,971	87	99			
May	Baltimore and Grafton	3	4,146	*4,639	25	40	758,550	8,428	2
	Washington and Charlotte	2	3,520	.....	28	34			3
	Washington and Richmond	2	2,447	.....	15	16			1
	Total for May	....	10,114	4,639	68	90			
June	Baltimore and Grafton	3	5,024	*2,826	22	26	782,700	10,870	2
	Washington and Charlotte	2	3,119	.....	26	35			3
	Washington and Richmond	2	2,293	.....	10	11			1
	Total for June	....	10,436	2,826	58	72			

*The large amount of unworked Washington, D. C., mail reported by the Baltimore and Grafton railway post-office was due to want of sufficient force to make the distribution. The line had more work than it could do before they were required to distribute Washington City mail, hence the large amount of the latter reported unworked.

Statement of leaves of absence with pay granted to railway postal clerks injured while on duty, together with the amount paid acting clerks.

Name.	Class.	Salary.	Railway post-office route.	Date of injury.	Number of days' leave.	Number of days acting clerk was employed.	Amount paid acting clerk.
H. B. Kratz	2	$880	Allentown and Pawling	Dec. 13, 1883	25	25	$54 25
J. M. Wood	3	1,000	Baltimore and Bristol	Nov. 23, 1883	8	8	17 36
J. W. Barlow	2	800	Burlington and Laclede	July 13, 1883	37	37	70 41
A. B. Burrill	3	1,000	Bangor and Boston	Mar. 5, 1883	11	11	24 42
J. F. Johnson	3	1,000	Council Bluffs and Kansas City	Sept. 17, 1883	285	285	627 00
C. S. Wiltsee	5	1,300	Cleveland and Cincinnati	Apr. 3, 1883	93	93	204 39
E. McConnell	5	1,300	Grafton and Chicago	July 30, 1883	30	30	65 93
C. D. Hartwell	3	1,000	Geneva and Wellsborough	Jan. 13, 1883	11	11	24 20
W. D. Cannon	1	800	Indianapolis and Decatur	Oct. 13, 1883	156	101	222 20
A. L. Petrie	4	1,150	Kansas City and Pueblo	Nov. 4, 1883	100	100	220 00
S. R. Beckwith	4	1,150	Kansas City and Denver	Dec. 6, 1883	25	17	36 89
J. C. Nisbit	5	1,300	Louisville, Nashville and Memphis.	Aug. 24, 1883	40	40	86 80
H. G. Seaman	5	1,300	New York and Pittsburgh	Dec. 20, 1883	75	75	164 83
S. D. Wilcox	3	1,000	Newton and Caldwell	Oct. 26, 1883	30	28	60 76
O. D. Wickham	3	1,000	New York and Dunkirk.	Aug. 6, 1883	12	6	13 02
J. B. Newman	1	800	Pittsburgh and Saint Louis	Aug. 26, 1883	157	157	340 69
W. H. Huston	5	1,300	Pittsburgh and Saint Louis	Nov. 21, 1883	22	22	47 74
G. T. Loomis	2	900	Sag Harbor and New York	Dec. 14, 1883	105	105	231 00
H. A. Silver	3	1,000	Saint Louis, Moberly and Kansas City.	Sept. 14, 1883	289	245	539 00
R. O. G. Showell	1	800	Salida and Ogden	Oct. 18, 1883	40	37	80 29
J. F. W. McKean	3	1,000	Sedalia and Kansas City	July 19, 1883	29	27	58 59
James Ross	3	1,000	Toledo and Mansfield	Dec. 6, 1883	70	70	154 00
A. C. Noble	5	1,300	Saint Albans and Boston	May 19, 1883	.....	.....	.....
E. T. Curtis	3	1,000	Cleveland and Pittsburgh	Sept. 6, 1883	236	219	481 80
William Cahill	2	850	Richland and Syracuse	Feb. 8, 1884	14	14	30 80
A. Jeck	3	1,000	Augusta and Portland	Dec. 21, 1883	60	60	131 86
C. M. Collins	1	800	Denver and Ogden	Feb. 3, 1884	30	30	65 93
William Bunger	3	1,000	Burlington and Quincy	Dec. 22, 1883	34	34	74 80
J. L. Chase	1	800	Mona and Waterloo	Jan. 5, 1884	138	138	303 60
Smith Sherman	2	900	Albany and New York	Feb. 21, 1884	130	130	286 00
L. D. Austin	3	1,000	Toledo and Bush	Feb. 19, 1884	45	35	77 00
W. H. Housel	4	1,150	Galesburgh and Kansas City	Feb. 23, 1884	20	20	44 00
R. Hartman	5	1,300	Galesburgh and Kansas City	Feb. 23, 1884	28	28	61 60
W. F. Wilsie	4	1,150	Galesburgh and Kansas City	Feb. 4, 1884	53	45	99 00
R Gerdes	1	800	Saint Paul and Sioux City	Feb. —, 1884	30	30	65 93
J. T. Thompson	3	1,000	Burlington and Laclede	Jan. 29, 1884	32	32	70 33
R. P. Crawford	3	1,000	Denison and Houston	Apr. 28, 1884	15	15	32 97
D. P. McKown	3	1,000	Calmar and Davenport	.....	15	15	32 97
J. B. Kennedy	3	1,000	Pittsburgh and Wheeling	May 7, 1884	54	54	118 80
E. J. Smith*	1	600	.....	June —, 1884	30	30	65 93
H. D. Viser	....	.....	Albuquerque and Deming	.....	63	63	138 46

* Transfer clerk, Columbus, Ohio.

APPENDIX Z.

Recapitulation of casualties in the Railway Mail Service from 1877 *to* 1884, *inclusive.*

Year ended June 30.	Total number of clerks.	Number of casualties.	Clerks killed.	Clerks seriously wounded.	Clerks slightly wounded.	Total killed and wounded.
1877	2,500	27	2	10	4	16
1878	2,608	36	2	15	3	20
1879	2,609	35	3	14	13	30
1880	2,946	26	0	14	15	29
1881	3,177	62	7	15	22	44
1882	3,570	83	3	16	20	39
1883	3,855	114	1	35	42	78
1884	3,963	154	7	28	60	95
Total	.....	537	25	147	179	351

APPENDIX AA.

PROPOSED BILL FOR THE READJUSTMENT OF COMPENSATION FOR THE TRANSPORTATION OF THE MAILS ON RAILROAD ROUTES.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster-General is authorized and directed to readjust the compensation to be paid for the transportation of the mails on railroad routes upon the conditions and at the rates hereinafter mentioned, and which shall take effect July first, eighteen hundred and eighty-five.

First. That the mails shall be carried upon any train at the request of the Postmaster-General; and railroad companies shall provide necessary depot rooms, with heat and light for the same; shall receive the mails from and deliver the mails to the Post-Office Department at depots; shall put the mails into and out of the cars; shall transfer the mails between trains at depots, and shall transport the superintendent and assistant superintendents of the Railway Mail Service and post-office inspectors upon the exhibition of their credentials, and railway postal clerks over the lines upon which they may be assigned to duty.

Second. That the compensation for carrying closed mails in baggage-cars and for railway post-office service, the minimum car width in every case being hereby fixed at eight feet and six inches, inside measurement, or its equivalent in floor space, shall not exceed the following rates, namely: For closed mails, five mills per linear foot of space (inside measurement) per mile run; and for two hundred pounds of mail or less the equivalent of six linear inches shall be required; for five hundred pounds one foot, and for each additional five hundred pounds one foot. For railway post-office service, at a rate of speed of twenty or less miles per hour from terminus to terminus, five mills per linear foot of space (inside measurement) per mile run; and for each additional two miles per hour to and including thirty miles per hour, one-tenth of a mill, and for each additional mile per hour, one-tenth of a mill. And the adjustment of space by linear feet for railway post-office service shall be as follows: For a daily average of from twenty-five to five hundred pounds of mail, not to exceed thirteen feet; from five hundred to one thousand pounds, not to exceed fifteen feet; from one thousand to two thousand pounds, not to exceed twenty-five feet; from two thousand to four thousand pounds, not to exceed forty feet; from four thousand to five thousand pounds, not to exceed forty-five feet; for six thousand pounds, fifty feet; eight thousand pounds, sixty feet; the weight to be ascertained by a weighing of not less than twenty-eight consecutive days; and in all railway post-offices the load shall not exceed double the greatest weight for the respective lengths as herein provided; and for any gross weight, if carried on two or more trains daily, the space may be subdivided upon the basis of amounts of space for lower weights as the nature of the service may require; and no additional space shall be required or paid for unless found to be necessary: *Provided,* That the pay for the transportation of mails upon any railroad route for six round trips per week shall not be less than thirty-five dollars per mile per annum; but the Postmaster-General may increase the compensation upon any railroad route not to exceed fifty per centum per annum for special mail trains performing service upon schedules fixed by him; and at any post-office contiguous to a railroad route, and where trains do not make regular stops the Postmaster-General may require that the mails shall be exchanged directly with the railway post office at the nearest available point upon the track; and the Postmaster-General may allow to postmasters at post-offices of the third and fourth classes, located not more than one-fourth of a mile from railroad stations, not to exceed twenty-four and twelve dollars per annum, respectively, in each case, for the exchange of mails as often as may be necessary between such post-offices and stations; and in any case where the allowance herein provided shall be insufficient to procure the proper exchange of mails, the Postmaster-General may invite proposals for mail-messenger service and make an award thereof under such regulations as he may prescribe: *Provided, further,* That the Postmaster-General may employ mail-messenger service at separating post-offices. And no postmaster, assistant postmaster, or clerk employed in any post-office where the cost for the carriage of the mail is based upon an advertisement, or is adjusted by an allowance otherwise than as herein provided, shall have any interest in its transportation. And all acts and parts of acts inconsistent or in conflict with the provisions of this act are hereby repealed: *Provided, further,* That nothing herein shall be construed to repeal or change existing law, in so far as it discriminates against land-grant or subsidy railroads, in fixing relative rates of compensation to such railroads for the transportation of the mails.

APPENDIX AB.

ORDER OF THE POSTMASTER-GENERAL REORGANIZING THE RAILWAY MAIL SERVICE.

POST-OFFICE DEPARTMENT,
Washington, D. C., August 1, 1882.

ORDER No. 354.]

In carrying into effect the act of Congress reorganizing the railway mail service, approved July 31, 1882, viz:

AN ACT to designate, classify, and fix the salaries of persons in the railway mail service.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That persons in the railway mail service, known as railway post-office clerks, route agents, local agents, and mail route messengers, shall, on and after the passage of this act, be designated as railway postal clerks, and divided into five classes, whose salaries shall not exceed the following rates per annum:

First class, not exceeding eight hundred dollars; second class, not exceeding nine hundred dollars; third class, not exceeding one thousand dollars; fourth class, not exceeding one thousand two hundred dollars; and fifth class, not exceeding one thousand four hundred dollars: *Provided,* That the Postmaster-General, in fixing the salaries of clerks in the different classes, may fix different salaries for clerks of the same class, according to the amount of work done and the responsibility incurred by each, but shall not, in any case, allow a higher salary to any clerk of any class than the maximum fixed by this act for the class to which such clerk belongs.

SEC. 2. That the sum appropriated in the act entitled "An act making appropriation for the service of the Post-Office Department for the fiscal year ending June thirtieth, eighteen hundred and eighty-three, and for other purposes," approved May fourth, eighteen hundred and eighty-two, for the compensation of the railway post-office clerks, route agents, mail route messengers, and local agents, be consolidated into one fund, and applied for the compensation of the clerks embraced in the five classes under the title of railway postal clerks, provided in this act.

(Signed) J. WARREN KEIFER,
Speaker of the House of Representatives.

(Signed) DAVID DAVIS,
President of the Senate pro tempore.

Approved July 31, 1882.

the following regulations will be observed:

SEC. 1. *Designation of clerks.*—In accordance with this act all former designations of employés of the railway mail service are obsolete, and they will be hereafter known as railway postal clerks.

SEC. 2. *Nomenclature of railway mail service.*—For the sake of uniformity all lines will be called railway post-offices.

SEC. 3. *Organization of working crews.*—On lines where but one clerk to a car is appointed to perform the duties, and who runs an average of 100 miles or more per day, he will be of class three, at $1,000 per annum. If the average daily distance run is less than 100 and not less than 90 miles the clerk will be of class two, at $900 per annum; if the average daily distance run is less than 90 and more than 80 miles the clerk will be of class two, and the salary will be at the rate of $10 per annum for each mile of the daily average of miles run. If the average distance run daily is 80 miles or less the clerk will be of class one, and the salary will be $10 per annum for each mile of the daily average of miles run.

On lines that have been known as full railway post-office lines or that may hereafter be established in like manner, where two clerks are needed there may be one of class five, at $1,300 per annum, and one of class four, at $1,150 per annum.

On lines where three clerks are needed there shall be one of class five, at $1,300 per annum; one of class four, at $1,150 per annum; and one of class three, at $1,000 per annum.

On lines where four clerks are needed there shall be one of class five, at $1,300 per annum; one of class four, at $1,150 per annum; one of class three, at $1,000 per annum; and one of class two, at $900 per annum.

On lines where more than four clerks are needed such additional clerks shall be of class two or one; except two distributing cars are run on the same train (one car being for the distribution of letter mail and the other car for the distribution of newspaper mail), when there may be one clerk of class five, at $1,300 per annum; three of class four, at $1,150 per annum; one of class three, at $1,000 per annum; and all additional clerks of class two or one.

The clerk of the highest class in any crew will be designated the "clerk in charge."

SEC. 4. "*Helpers.*"—When it becomes necessary to furnish assistance on any line, the clerk assigned to such duty will be designated a "helper," whether he runs over the entire line or only a portion of it; but such helper shall not be of a higher class nor receive a higher salary than the clerk to whom he is assigned as a helper; and in no case shall the salary of such helper exceed that of a clerk of class two.

SEC. 5. *Clerks on steamboat lines.*—Clerks on steamboat lines will be of class one, at a salary not exceeding $720 per annum; the salary to be determined by the amount of work to be performed and the importance of the line.

SEC. 6. *Transfer service.*—Local agencies having been abolished by the act of Congress before quoted, superintendents may, if approved by the general superintendent, detail clerks not above class four at $1,150 per annum at certain important junctions to look after the handling of mails at railroad depots, and to perform such other duties pertaining to the railway mail service as may be required. If more than one clerk is needed for such duty at the same depot, such additional clerks shall be of classes below class four, but in no case shall more than one clerk of the same class, above class one, be so detailed at the same depot. Clerks so detailed will be designated railway postal clerks, and all vacancies occurring in such details shall be filled from clerks serving on lines.

SEC. 7. *Providing for emergencies.*—To meet emergencies, superintendents may make any assignment of clerks in their respective divisions which may be necessary for the benefit of the service, but not for a longer period than ten consecutive days; and such assignments must be at once reported to the general superintendent.

SEC. 8. *Chief clerks and assistants.*—Clerks who may be detailed to duty at certain important points in charge of one or more lines will be designated "chief clerks," and such details may be made from clerks of class five, at a salary of $1,400 per annum. No clerk will be detailed to assist a chief clerk except in special necessary cases, and the clerks so detailed shall not be above class three.

SEC. 9. *Detail of clerks.*—Superintendents may detail clerks from one route to another, but clerks so detailed must be assigned to duty in accordance with this order. Clerks may be detailed for clerical duty pertaining to the railway mail service. All details (except in cases of emergency) must be reported to the general superintendent for his approval before going into effect.

SEC. 10. *Reassignments.*—Superintendents are hereby instructed to reassign clerks in accordance with this order.

SEC. 11. *Salaries to be regulated by duties assigned.*—In no event will a clerk be allowed the salary of a higher class than is by this order assigned to the duties actually performed by him, except when ordered to perform duties of a lower grade in case of emergency.

SEC. 12. *Inability of clerks to fill positions to which assigned.*—Whenever a clerk is unable to perform the duties of the position to which he is assigned, the superintendent will at once report the facts to the general superintendent, with a recommendation for reduction or retirement.

SEC. 13. *New appointments.*—All original appointments to the position of railway postal clerk shall be made as clerks of class one, and for a probationary period of six months from the date of the same. No reappointment at or before the expiration of the probationary period shall be made unless the appointee shall have shown himself proficient in his duties, fully competent to perform the same, and shall pass a satisfactory examination upon the duties of his position.

SEC. 14. *Superintendents to report necessary changes.*—Superintendents will report at once to the general superintendent any changes which may be necessary under this order to carry it into effect.

SEC. 15. *Date this order takes effect.*—This order will take effect on and after August 1, 1882. All regulations or parts of regulations of this Department inconsistent with this order are hereby rescinded.

T. O. HOWE,
Postmaster-General.

APPENDIX AC.

RAILWAY MAIL SERVICE HISTORY.

RAILWAY MAIL SERVICE,
OFFICE SUPERINTENDENT OF SECOND DIVISION,
New York, N. Y., March 27, 1884.

SIR: In response to the request in your letter of the 24th instant for particulars as to the early history of the railway mail service, I have to explain as follows: As there are no records of the service previous to the organization of 1869, under Postmaster-

General Creswell, the occurrences previous to that date are largely matters of tradition. The idea of such a service is credited mainly to Mr. A. N. Zevely, Third Assistant to Postmaster-General Montgomery Blair. The idea is said to have originated from an observation of the English system, and of the modification of it in use in Canada at the time, 1864. In his efforts, Mr. Zevely is understood to have had the hearty co-operation of the Postmaster-General, and the assistance of Mr. Thomas Clark, superintendent of the newspaper department of the New York post-office, who held very much the same relation to the transportation of mails at that time as a superintendent of the railway mail service does now.

It has been stated that the first experiment was in the vicinity of Chicago in August, 1864, followed by a more permanent arrangement of service in October of the same year. If this is the case, it would antedate the initiation of service on the Atlantic seaboard but very slightly, it being difficult to tell exactly when it commenced, on account of the fact that at the outset it was experimental in every respect; as, for example, the first regular service between New York and Washington, the first service east of the Alleghanies, went into operation October 15, 1864, and yet I have evidence that transportation was provided over the Philadelphia, Wilmington and Baltimore Railroad for the superintendent (as he was then styled, otherwise head clerk in charge) and four clerks on September 19, 1864.

There was also an illustrated article regarding the new service in Frank Leslie's Illustrated Newspaper of October 8, 1864, which speaks of it as being then in operation, and under the following schedule: Leave Washington 5.20 p. m.; arrive Jersey City 6 a. m.; leave Jersey City 7.30 p. m.; arrive at Washington 6 a. m.

Among the clerks composing the first crews were the following: H. A. Stoneall, New York, and Edward Brennan, New York, clerks in charge; H. G. Pearson, New York, now postmaster at New York, E. L. Champlin, New York, now chief clerk railway mail service, Joseph Elliott, New York, Thomas R. Jenkins, New York, Thomas O'Brien, New York, John Pederick, Philadelphia, Nicholas Keefe, Philadelphia, and E. S. Plant, Washington.

The distributing force on the line was made up of clerks from the New York, Philadelphia, and Washington post-offices, to make up mails in exactly the same manner that they did in their respective post-offices, and it should be noted that the distribution of mails for New York City was in operation at that time, separations being made for the delivery boxes, for the several stations, &c., so that it was claimed there was four hours gain in the delivery of letters for New York City by the new arrangement.

The cars were fitted up by a portion of the railway companies then composing the line between New York and Washington, viz, by the Philadelphia, Wilmington and Baltimore Railroad Company, the Camden and Amboy Railroad Company, and the Baltimore and Ohio Railroad Company, in the order named.

The great bulk of the mail carried was letters, and the cars were not fitted up for the distribution of newspaper mail, nor was that mail distributed. Cases of pigeon-holes for handling letters occupied the entire length of the car, on both sides, with the exception of the necessary room for tables, and a handsome lounge for the use of clerks and visitors. The pigeon-holes were very large, very deep, and the bottoms sloped at an angle of about 45°, the object of the latter apparently being to prevent letters rolling out on the tables and floor with the pitching of the car. As may be naturally supposed, these boxes gradually accumulated a large amount of dirt. The fittings of all the cars would be looked upon now as extremely crude, especially a certain car painted red, belonging to the Philadelphia, Wilmington and Baltimore Railroad Company, which was simply a baggage car fitted up for the first experiment. This car had double doors at each end opening outward, with the floor raised in the center so that there was quite an incline at either end, of which the writer has a vivid recollection, having fallen through the doors one night when the train was going at 40 miles an hour, but fortunately without serious injury, although dropping in between the platforms of the two cars, which were, under the system of coupling in use at that time, probably two feet apart. The conveniences for distribution were very little better than in any ordinary baggage-car, and it may be interesting to relate that the pigeon-hole cases were originally placed directly lengthwise in the middle of the car, but it was deemed unsafe by Superintendent Clark, and he insisted upon dividing them, which was done, and the cases were cut in two and moved to the sides of the car.

Notwithstanding these limited facilities, an immense amount of letter mail was handled; in fact there was even far more than the clerks could dispose of—that is, going northward. At the termination of the war, in consequence of the return of soldiers to their homes, the work fell off to almost nothing for a few months, until it was gradually built up again by the reopening of mail communications throughout the South.

Mr. Zevely seems very soon to have turned the management of it over to Mr. A. B. Waller, chief post-office inspector. This was perhaps the first hopeful feature of the new service, as its opponents far outnumbered its friends, and it had been even

deemed an appropriate criticism upon it, that being under the charge of Mr. Zevely of the Third Assistant's (which includes the Dead Letter) Department, it was well associated with that, on account of its supposed want of vitality. Mr. Waller took much interest in the arrangements of the service, and was practically the head of it.

When the service started with some system October 15, 1864, the only clerk regularly appointed to the route was Mr. H. G. Pearson (the present postmaster at New York). On the 24th of the same month a memorandum was made of a further organization, the original of which is in possession of Mr. Pearson, and which reads as follows:

"POST-OFFICE DEPARTMENT,
"CONTRACT OFFICE,
"*Washington, D. C., October* 24, 1864.

"The following-named persons to be designated as superintendents of the traveling post-office cars:

"A. H. Stoneall, Mr. Brennan, Mr. Easton, superintendents.

"Clerks on the same: M. R. Hook, Mr. Pierson, B. H. Farquhar, Mr. Eder, A. P. Winchester, clerks, T. P. O.

"E. G. Wood, Thos. Hawkins, D. W. Gamble, W. B. Monit, route agents.

"L. Fox, C. F. L. Hibbard, Mr. Doman, Mr. Green, to be appointed."

The service on this line may be said to have properly commenced under a complete organization of clerks on the 1st January, 1865, from which time onward the sets were regularly composed and regularly ran through, which they had not entirely done previously. There were four sets in charge of the following head clerks: A. H. Stoneall, John Pederick, Levi Easton, and W. H. Eder. Previous to this time, probably all the clerks except Mr. Pearson were still attached to the post-offices, and receiving pay as though they still belonged in them. On the 6th January, 1865, the writer having been transferred from the New York post-office to the new service, received a pass reading as follows:

"POST-OFFICE DEPARTMENT,
"*Washington City, January* 6, 1865.

"The bearer, R. C. Jackson, is a clerk on the railway postal car; has authority to travel in it to New York and return by any other train.

"A. B. WALLER,
"*Special Agent.*"

Mr. Waller, as near as I remember, died not very long afterwards, and was succeeded in the management by Mr. Harrison Park, special agent of the Post-Office Department, who had previously been a route agent in Illinois, and had become thoroughly imbued with the ideas of Col. George B. Armstrong, the father of the service in the West. For a short period Colonel Armstrong himself was in charge of the service at Washington, but was soon relieved again by Mr. Park, who himself was relieved in 1869 by Mr. Armstrong, as the head of the service under the present organization, dating with the spring of 1869. Mr. Armstrong continued in charge until his death, May 5, 1871. During the period up to this date it is probable that the Second Assistant Postmaster-General, George W. McLellan, was really responsible for all orders given. Many of them were in fact given by him.

In August, 1867, the day line was started between New York and Washington. The energy infused into the New York and Washington line by Mr. Park was very much more than maintained by Mr. Armstrong under the organization of 1869, and since that time there has been a steady accession of efficiency.

With this service was begun the taking of mails by the present catcher system between Baltimore and Washington, the first service of this kind on the Atlantic seaboard, and it has worked satisfactorily from the outset. About this period also experiments were commenced with boxes in which to convey letter mail. They were in some respects excellent for way service, and for keeping letters properly faced up and separated without the necessity of tying, but the chief objection found to them was the danger to at least limb in handling them in the car or in the receipt and delivery of them. These boxes were introduced first at Saint Louis.

New York and Dunkirk railway post-office.—On February 5, 1865, the second postal-car service on the Atlantic seaboard was initiated over the Erie Railroad, the first postal car being named "Thomas Clark," after Special Agent and Superintendent Clark, already mentioned. The service was in charge of Mr. Wheeler, special agent, and previously of the Cleveland, Ohio, post-office. The first chief clerk, under and succeeding Mr. Wheeler, was, I think, Mr. W. F. Harradon, succeeded by the present chief clerk, Mr. A. J. Miller.

Philadelphia and Pittsburgh Railway post-office.—On May 21, 1865, railway post-office service was initiated on the Pennsylvania Railroad, between Philadelphia and Pittsburgh, S. S. Talbot, head clerk, W. F. Klein and W. K Emerick, assistant clerks; one

service each way. Among the chief clerks in charge of this line were W. K. Emerick, of Pittsburgh; B. H. Farquhar, of Philadelphia; Mr. W. G. Lovell (now superintendent ninth division); Mr. J. M. Speese (now special agent), and the present chief clerk, Mr. W. J. Hughes, of Harrisburg.

On September 16, 1875, this service was superseded by the limited mail.

Boston and New York railway post-office.—On December 11, 1867, railway post-office service was organized between Boston and New York under charge of Mr. W. H. Postley, succeeded in that position by the writer, and afterwards by Mr. E. L. Champlin, on the 1st July, 1868.

Albany and New York and Albany and Buffalo railway post-offices.—On July 13, 1868, postal-car service commenced between New York and Buffalo, via Albany, on the following schedule, in charge of the writer as special agent:

	a. m.	a. m.		a. m.	p. m.
p. m.	11.00*	8.00	6.45	New York,	9.15	3.30
a. m.	2.55	10.23	10.00	Poughkeepsie,	6.30	12.50
	7.15	1.15		Albany,	3.50	9.45
	8.30	12.15		Buffalo,	5.00	11.20

* Sunday, 6.30 p. m. train.

This continued substantially until September 16, 1875, when the fast mail made its first trip, having been organized by the Hon. W. B. Thompson, present general superintendent, then chief clerk, under the supervision of general superintendent, the Hon. George S. Bangs, the first cars leaving the Grand Central depot being in charge of Mr. A. D. Sandford, chief head clerk, now superintendent of mails in the Albany, New York, post-office.

Baltimore and Canandaigua Railway post-office.—On March 6, 1872, railway post-office service was initiated between Baltimore, Md., and Canandaigua, N. Y., under the supervision of Capt. M. J. McGrath, special agent; succeeded by H. K. Southwick, chief clerk.

There are many other details that are not herein mentioned, because it is supposed your office has full information regarding them; as for example, the arrangement under the organization of 1869 already referred to, previous to which it could hardly be said there was any organization.

The only articles about the service of any importance, that I know of, are the ones in Scribner's Magazine of June, 1873, by Mr. Bangs, and the one in the Bay State Monthly of January, 1884, by Superintendent Cheney.

There have been many fragmentary newspaper articles, most of which are preserved in a scrap book in this office, of which we have no duplicate; but I think in every instance copies of the newspapers containing them have been forwarded to your office.

Respectfully,

R. C. JACKSON,
Superintendent.

Hon. W. B. THOMPSON,
General Superintendent Railway Mail Service.

RAILWAY MAIL SERVICE,
OFFICE SUPERINTENDENT OF SECOND DIVISION,
New York, N. Y., May 8, 1884.

SIR: In connection with my letter of the 27th March, ultimo, I have, in further response to your request, to explain that Mr. C. E. Wheeler, to whom I referred in that communication, has written me a letter in response to inquiries made of him, of which the following is a copy. It contains, I think, much information new to me, and possibly to you. If there are any facts at your command militating against any of these statements, or confirmatory of them, I would be very much pleased if you could inform me of what they are.

CLEVELAND, OHIO, *April* 25, 1884.

R. C. JACKSON, *Superintendent:*

DEAR SIR: On referring to my old papers relating to the railway mail service, I find that on the 15th of June, 1864, myself, with seven other post-office clerks, met in Washington at the request of Hon. Montgomery Blair, then Postmaster-General, to interchange views with reference to the expediency of putting into general operation the new system which Mr. A. N. Zevely, then Third Assistant Postmaster-General, was experimenting with between Washington, Philadelphia, and New York. These par-

ties were William Ireland and George H. Levis, of Philadelphia; Mr. Thorp of Baltimore; Thomas Clark, of your office; Mr. Smith, of Saint Louis, the inventor of the long wooden mail box; George B. Armstrong, and myself. The result of the interview was that Armstrong and myself were appointed superintendents of the service, his division being all territory west of the east line of Indiana, and mine all east of that line.

The Washington and New York line was immediately put into shape, under the supervision of Mr. Zevely, who was really the father of the system, but owing to the demand by the railroad companies for extra compensation, it was put only on one train daily. The object was almost defeated at the start, but we demonstrated what could be done even then, by a fair show. The postmasters were, almost to a man, especially in the distributing post-offices, opposed to the system, as it barred them and members of Congress from making the appointments. I have still in my possession an open letter to postmasters requiring them to allow me such men from their offices as I might select and were willing to go into the new service, and also securing their old positions in the office again if not suited after a trial. I had some amusing experiences with your old postmaster, Mr. Kelly, Mr. Palfrey, of Boston, and Mr Walborn, of Philadelphia, but upon showing my letter they all came to time like gentlemen, except the Philadelphia man; but when he was telegraphed for by Mr. Blair to come to Washington by first train, and informed him that he was Postmaster-General and his orders must be respected, he too coincided.

Who the original crews were on that route I do not remember, as their names cannot be found just now, but Harry Pierson and Joe Stoneall may be able to give them.

Well, about the 15th of April, 1865,* the New York and Erie was put in operation, starting from New York about 8 p. m. and getting to Dunkirk about 10 or 11 a. m.; only one train each way. The original sets were, Sunday, from New York, Otis and Myer; Monday, from New York, Averly and Mastley; Tuesday, from New York, Ames and Humphrey; Wednesday, from New York, Trank and Sutherland; Thursday, from New York, Ingersol and Coddington; Friday, from New York, Buffington and Witter.

The same year, but afterwards, the Pennsylvania Central, from Philadelphia to Pittsburg, was opened in the same way; one train only, at night. Only through letter mail was at first tried, but in a little time the paper pouches were added. No catchers as yet, and old distribution schemes followed since the year 1. That had to be revised at once. Then came the tug of war. No Department post-office clerk was going to serve a new apprenticeship voluntarily. It had to come in the shape of a peremptory order. It created a rebellion, I recollect, in your office, and the chief of distribution was the first victim. I forget his name. He was dismissed at once. A revision was called for, and made, at all the principal offices on all roads East and West, and soon took shape. The schemes of all daily and weekly papers were corrected as well as magazines. It was a big job. You know how it was yourself. It reminded me of old-time militia training—drillings, awkward squads. It has resulted well and expedited mail matter wonderfully.

The New York and Boston route was next prepared for operation, via Springfield. The cars were built, four in number, all labeled, furnished, clerks appointed, and the day set for starting, when the superintendent of the New York and New Haven road backed out of the original agreement and demanded extra compensation. The Postmaster-General would not consent, and so the matter was dropped for a time.

Mr. Charles Minot, then manager of the New York and Erie Railroad, was the only railroad man that really comprehended the value of the system, and he was enthusiastic, giving every facility on his road. To him, I think, more than any other railroad man, is the Department indebted for its success. The Hudson River and New York Central would not touch it on any terms then. I was offered by Mr. Minot an engine and baggage car to test catchers between Bergen Tunnel and Pavonia Ferry, but never made the test, for the Hamilton and Ward was the only feasible one, and Mr. Minot said that needed no test, and the Department adopted it.

Could give you more incidents, but having answered your queries regarding the Erie and New York, and my letter getting rather long, will close.

Should have answered before, but was making out reports for our annual meeting the first of next month.

My best regards to yourself and other old acquaintances, including Postmaster Pierson. If you want other items, please call again.

Yours, truly,

C. E. WHEELER,
547 *Euclid avenue.*

Respectfully,

R. C. JACKSON,
Superintendent.

Hon. W. B. THOMPSON,
General Superintendent Railway Mail Service.

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* Our date is February 5, 1865.

APPENDIX AD.

HISTORY OF THE RAILWAY MAIL SERVICE.

RAILWAY MAIL SERVICE,
OFFICE OF SUPERINTENDENT, SIXTH DIVISION,
Chicago, Ill., June, 1884.

It is utterly impossible for us to compile for the benefit of the Department anything which could be called a *history* of this service. History is a record of facts, and the latter are entirely missing for the first few years of this service. No records were kept here for several years after the first railway post-office was established, and it was a long time before we had even the names of the clerks. Our letter-books and papers back of 1871 have been lost in the various fires and removals through which we have passed; and I find, after diligent search, that the records of the railway companies are as incomplete and weak as our own. In making this report we do the best we can.

The first railway post-office in the United States ran upon the Chicago and Northwestern Railway, between Chicago, Ill., and Clinton, Iowa, in an apartment improvised for the purpose, A. F. Bradley, head clerk and P. A. Leenard, clerk, on June 9, 1864, as nearly as I can ascertain. I have expected some facts and figures from Mr. Bradley, who resides at Maplewood, Ill., but cannot wait longer for them. Mr. Bradley assisted Colonel Armstrong in drawing plans for postal cars, and the arranging of letter-cases in angles, instead of half-circles, was Mr. Bradley's idea.

The Chicago and Quincy was the next railway post-office, established out of Chicago, and there soon followed the Chicago and Rock Island, Chicago and Centralia, Chicago and Saint Louis. The Chicago and Green Bay (now Fort Howard and Chicago) was established May 1, 1867, and the Chicago and Dunleith (now Chicago, Freeport and Dubuque), I think, about September 1, 1868. Below I give such dates as I have been able to cull from the very incomplete records:

Omaha and Ogden commenced September 1, 1870.

Detroit and Chicago commenced October 1, 1870.

Cleveland and Indianapolis commenced October 12, 1870.

Indianapolis and Saint Louis commenced October 12, 1870.

Toledo and Chicago, *night line*, commenced January 23, 1871. The cars commenced (on the Chicago and Toledo and Buffalo and Toledo) running through, June 18, 1871. The date of commencement of these lines I cannot give.

Clinton and Boone commenced fall of 1866.

Boone and Council Bluffs commenced September, 1867.

These were made route agencies again February 1, 1877, being consolidated.

Freeport and Bloomington and Bloomington and Centralia commenced in February, 1867. They were consolidated August 7, 1873, and made a route agency February 1, 1877.

Toledo and La Fayette commenced September 1, 1868.

La Fayette and Quincy commenced September 1, 1868.

Cincinnati and Saint Louis commenced October 5, 1869.

The Chicago and Quincy was changed February 1, 1877, to Chicago and Burlington; the Peoria and Burlington railroad post-office changed to Peoria and Galesburg route agency, and the Galesburg and Quincy railway post-office established.

Quincy and Saint Joseph railway post-office commenced October 15, 1866, and was changed November 15, 1871, to Quincy and Kansas City.

Council Bluffs and Kansas City commenced May 5, 1870.

Dubuque and Fort Dodge commenced August 15, 1868, and was changed back to route agency February 1, 1877.

Davenport and Council Bluffs commenced August 20, 1869, and was again made a route agency February 1, 1877. November 1, 1880, it was made Iowa City and Council Bluffs; November 12, 1880, Wilton and Council Bluffs; and October 18, 1882, West Liberty and Council Bluffs. The night line commenced February 1, 1883, and full railway post-office salaries again commenced August 4, 1883.

Burlington and Council Bluffs commenced February 10, 1871; was again made a route agency February 1, 1877; night line put on January 17, 1883, and full railway post-office salaries restored August 4, 1883.

Bloomington and Saint Louis commenced October 1, 1870; afterward changed to Bloomington and Mexico, and January 15, 1880, to Chicago and Mexico. It ceased as a full railway post-office December 31, 1880, and Bloomington and Rood House route agency was established.

Chicago, Foreston and Dubuque commenced February 1, 1877.

Chicago and Cincinnati commenced August 1, 1874, I think.

Night lines making double service: Chicago and Saint Louis, January 1, 1881; Chicago and Tolono, September 11, 1878; Effingham, July 1, 1880; Centralia, December 1, 1882; Chicago and Iowa City, February 1, 1877; West Liberty, February 3, 1883;

Chicago and Cedar Rapids, February 1, 1877; Chicago and Burlington, February 1, 1877.

Lafayette and Saint Louis commenced October, 1879.

The "Milwaukee and Saint Paul railway post-office," running between Milwaukee and La Crosse, commenced in January, 1872. October 1, 1876, it was changed to Chicago and Portage, and soon thereafter to Chicago and Sparta. June 1, 1879, both day and night lines were changed to Chicago and La Crosse. Minneapolis and La Crosse commenced August 15, 1880, and on September 23, 1883, the day and night lines were consolidated into Chicago and Minneapolis railway post-offices. The Chicago and Burlington fast mail commenced March 11, 1884, and the Chicago and Minneapolis fast mail March 13, 1884.

Until Colonel Armstrong was made general superintendent at Washington his office was at Chicago, and he virtually enjoyed the same privileges here, while Mr. Harrison Parks acted as his assistant, first at Washington, then at New York. An old record book here contains the names of the clerks upon the "Washington and New York," "New York and Buffalo," "Philadelphia and Pittsburgh," "Washington and Weldon," "Atlanta and Chattanooga," and "Memphis and Chattanooga railway post-offices.

For some years after the establishment of the service here about all the *road packages* made up by the clerks were the Ohio and Mississippi east and west of Odin, Indianapolis, and Saint Louis, east and west of Mattoon, "Peoria and Oquawka Railroad," and "Peoria, Pekin and Jacksonville Railroad." Nearly everything was then sent to distributing post-offices, and *no* paper mail was made up by the railroad companies, excepting for their cross lines. In the spring of 1868 lists of "ex-mail" were printed and furnished, and the writer can well remember many letters complaining of the receipt of correspondence from the *wrong direction*. This move in the direction of an advanced service could not at first be understood by the people. Gradually, during 1868, a spirit of emulation seized the clerks, and each endeavored, by earnest effort and such information as was then available, to send as few letters as possible to Chicago distributing post-office.

During 1869 distributing post-office packages were gradually lessened, more mail was made up for roads, and *newspapers* were made up, none being sent to Chicago distributing post-office.

The first printed scheme was issued in September, 1868, and a copy will be sent you.

In the fall of 1868 we commenced examining the mail of the postal clerks; had it taken to our office and many a time the writer worked with others until 2 and 2.30 a. m., examining these mails and recording the errors. This was continued during a part of 1869 and resulted in the removal of several inefficient clerks. We had no maps, but the clerks were supposed and expected to supply themselves and to have some idea of geography. We kept a book with a full record of the "local" of every line in the West and each clerk was expected to copy these and keep his lists corrected.

In 1869 facing slips were first used in this division, and I believe this was the first of their use in the United States. The iron-bound boxes were then used for letter mail and clerks were instructed to place in each a card, addressed on both sides. From this we went, after some time, to the double facing slip—doing away with wrapping packages—then to the slip now in use. In 1871 we commenced a record of all errors made, for quite a long time recording each error separately—office, county, State, where sent, and proper destination.

About January, 1872, case examinations were commenced. The first examination case of which I have any knowledge was made for my own use, when chief head clerk at Omaha, in 1870, and brought by me to Chicago when I assumed charged of the division, in November, 1871.

The first schedule of connections issued in the United States was printed in the Chicago Postal Record, issued for March, 1872. This was arranged and compiled by myself, for the State of Wisconsin, a copy of which I send herewith. This was followed month by month by schedules of connections in other States. General Superintendent Bangs personally and by letter complimented me very highly on this "new departure," and predicted that it would ultimately be of vast importance. Now, a clerk in this service without his monthly time schedule would be as a ship in a storm minus its rudder, and so closely is time counted that *any* delay is charged as an error, be it only thirty minutes.

The first full railway post-office car in the United States was built by the Chicago and Northwestern Railway, and placed upon the Chicago and Clinton line in March, 1867.

During the early years of this service all letters not forwarded in iron-bound boxes were wrapped in packages, and all unpaid letters were billed. Now, sufficient clerks could not be put in a car to perform that old-fashioned work. Mail bills were made by local agents until late in the year 1880.

The first scheme of Illinois was printed at the Beacon office, Aurora, Ill., on ordi

1831
1832 Steamboat Service began
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1884
1885

Railroad Service began —

Reports incomplete —

1861 – 1865 Civil War

"Star"

STEAMBOAT

R.M.S.

Blue ..... Railway Mail Service
Red ..... Star Service
Black ..... Steam Boat

S. EX. 40, 2, 48.

nary printing paper, late in 1868. It was a small affair, and I hope somewhere to be able to secure a copy for you.

Col. George B. Armstrong was appointed superintendent at Washington, in 1869, George A. Bangs being made assistant superintendent here. Colonel Armstrong died May 5, 1871, and Mr. Bangs succeeded him at Washington. George W. Wood succeeded Mr. Bangs here May 20, and served until November 20, 1871. I assumed charge of the division, *vice* Wood, November 25, 1871.

I am unable to give the different dates upon which the various divisions were created and changed. When this was the fourth division, its territory consisted of Illinois, Indiana, Iowa, Ohio, Michigan, Minnesota, Missouri, Wisconsin, Kansas, Nebraska, New Mexico, Arkansas, Indian Territory, Dakota, Colorado, and Wyoming. I also had charge of the lines running to Grafton, W. Va., and supervision over the United States mails passing through Canada.

The advancement of this service has been rapid, and it is impossible to-day to imagine how the vast and hurried business interests of this country were conducted under the slow old methods of forwarding correspondence before the railway post-office was inaugurated. The great advantage of the service has never been so thoroughly demonstrated as after the great Chicago fire of October 8, 9, and 10, 1871, and the subsequent fires of July 14, 1874, and January 4, 1879, in each of which the post-office was destroyed. After the great fire of 1871 the business interests of the West would have been fairly paralyzed but for the railway post-office and the zeal and readiness with which every clerk reported for duty, distributing and forwarding the mails without delay, in cars stationed in Chicago and arranged for the purpose.

I am sorry we are unable to send you more facts, but long and diligent search has resulted in demonstrating that no records of the service were kept during the earlier days of its existence, and that many of those which were kept subsequently—in this office and in some of the railway offices—have been lost by fires, &c. Our office has been burned three times, and we have changed location seven times since October 8, 1871. That we have succeeded in saving as many records as we have is a matter for congratulation.

Mail-catcher service was established, I believe, May 15, 1869. The first good lamps used in railway post-offices were imported (100 of them) from Germany, in 1869 or 1870, for Mr. Bangs, by Gustave Kuene, of Fond du Lac, Wis., and were sold to railroad companies at $7 each.

Respectfully,

JAMES E. WHITE,
Superintendent.

APPENDIX A[a] D.

Names of first "fast mail" crews.

A. D. Sanford was the chief clerk on the fast mail out of New York, and that the crew was as follows: C. H. Lyon, B. B. Beardsley, W. J. Guernsey, J. F. Joesbury, J. J. Cox, Philip Fredenrich, R. E. Halstead, Peter McCulloch, and C. H. Collins.

The names of the first crew west from Syracruse to Cleveland, and east from Cleveland to Syracuse, are as follows: Louis Wilson, James F. Allen, D. M. Wells, Willard G. Lovell, W. D. Giddings, J. T. Baldwin, J. R. Whitlock, W. E. Salsbury, F. D. Heffron, and S. H. Pierce.

The following-named persons ran west from Cleveland on the first train: M. D. Kirk, F. K. Jones, J. H. Baker, W. A. Stevenson, J. H. Dix, William M. Oliver, W. C. Farnam, and George E. Fox.

The first crew east from Chicago was composed of the following-named persons: C. C. S. Keech, T. J. Kessler, C. U. Story, J. J. Worcester, W. E. Stevens, L. H. Rudisell, J. W. Flinn, and Ogden Pierce.

There was a crew permanently stationed at New York to work in the cars of the fast mail each night. This crew was composed of the following-named persons: Forest L. Miller, D. P. Calkins, E. F. Hall, James Garrison, R W. Hinton, Wells Sponable, Ira Dorrance, W. H. Macloon, and A. C. Boynton.

This gives the full list of the crews of the first fast mail of 1875, east and west. A. D. Sandford was the first chief clerk leaving New York, and was also the first chief clerk into New York. S. G. Harvey was the first chief clerk arriving at Chicago, and N. G. Summerfield was the first chief clerk leaving Chicago.

APPENDIX AF.

Year.	Postmaster-General.	First Assistant.	Second Assistant.	Third Assistant.	General Superintendent Railway Mail Service.
1789	Samuel Osgood	Jonathan Burrall			
1791	Timothy Pickering	Charles Burrall			
1795	Joseph Habersham				
1800		Abraham Bradley, jr.			
1801	Gideon Granger				
1810		Seth Pease			
1814	Return J. Meigs, jr				
1818		Phineas Bradley			
1823	John McLean				
1829	William T. Barry	Charles K. Gardner	Selah R. Hobbie		
1835	Amos Kendall				
1836		Robert Johnson		Daniel Coleman	
1840	John M. Niles				
1841	Francis Granger	Philo C. Fuller			
1841	Charles A. Wickliffe				
1842		John A. Bryan			
1843		J. W. Tyson		John S. Skinner	
1844				N. W. Miller	
1845	Cave Johnson	William Medill			
1845		William J. Brown			
1846				John Marron	
1849	Jacob Collamer	Fitz Henry Warren			
1850	Nathan K. Hall				
1851		S. D. Jacobs	Fitz Henry Warren		
1852	Samuel D. Hubbard		William H. Dundas		
1853	James Campbell	Selah R. Hobbie			
1854		Horatio King			
1857	Aaron V. Brown				
1859	Joseph Holt			A. N. Zevely	
1861	Horatio King				
1861	Montgomery Blair	John A. Kasson	George W. McLellan		
1863		Alex. W. Randall			
1864	William Denison				
1866	Alex. W. Randall	St. John B. L. Skinner			
1869	John A. J. Creswell	George Earle	Giles A. Smith	W. H. H. Terrell	
1869		James W. Marshall			George B. Armstrong.
1871			John L. Routt		George S. Bangs.
1873				C. W. Barber	
1874	James W. Marshall	James H. Marr			
1874	Marshall Jewell	James W. Marshall			
1875			James N. Tyner		
1876	James N. Tyner		Thomas J. Brady		Theodore N. Vail.
1877	D. M. Key	James N. Tyner		A. D. Hazen	
1878					William B. Thompson.

1880	Horace Maynard				
1881	Thomas L. James	Frank Hatton	Richard A. Elmer		
1882	Timothy O. Howe				
1883	Walter Q. Gresham				
1884	Frank Hatton	John S. Crosby	Henry D. Lyman		
1885			William B. Thompson		John Jameson.

APPENDIX AAA.

Fiscal year ending June 30—	Number of post-offices in the United States.	Miles of railroad in the United States.	Miles of railroad upon which mail was carried.	Miles of annual transportation of mail by railroads.	Annual cost of railroad mail transportation.	Average annual cost per mile of railroad mail transportation.	Number of employés of railway mail service.	Annual expenditure for all employés of the railway mail service.
1790	75	.....	.....	.....	.....	.....	.....	.....
1800	903	.....	.....	.....	.....	.....	.....	.....
1810	2,300	.....	.....	.....	.....	.....	.....	.....
1820	4,500	.....	.....	.....	.....	.....	.....	.....
1830	8,450	23	.....	.....	.....	.....	.....	.....
1831	8,686	95	.....	.....	.....	.....	.....	.....
1832	9,205	229	.....	.....	.....	.....	.....	.....
1833	10,127	380	.....	.....	.....	.....	.....	.....
1834	10,693	633	78	.....	.....	.....	.....	.....
1835	10,770	1,098	.....	.....	.....	.....	.....	.....
1836	11,091	1,273	.....	*1,878,296	.....	.....	.....	.....
1837	11,767	1,497	974	*1,793,024	*307,444	$0 17.14	.....	.....
1838	12,519	1,913	1,500	*2,413,090	*410,488	17.01	.....	.....
1839	12,780	2,302	1,900	*3,396,055	*520,602	15.32	.....	.....
1840	13,468	2,818	2,300	*3,889,053	*595,353	15.30	.....	.....
1841	13,778	3,535	2,800	*3,946,450	*585,843	14.84	.....	.....
1842	13,733	4,026	3,091	*4,424,262	432,568	9.77	.....	‡$22,987
1843	13,814	4,185	3,500	*5,692,402	*733,687	12.88	.....	‡28,965
1844	14,103	4,377	3,714	*5,747,355	531,752	9.25	.....	‡29,744
1845	14,183	4,633	3,900	*6,484,592	*843,430	13.06	43	‡37,513
1846	14,601	4,930	4,092	*7,781,828	*870,570	11.18	.....	‡42,406
1847	15,146	5,598	4,402	4,170,403	597,475	14.33	‡186	‡46,153
1848	16,159	5,996	4,735	4,327,400	584,192	13.49	.....	‡54,063
1849	16,749	7,365	5,497	4,861,177	635,740	13.07	.....	‡61,512
1850	18,417	9,021	6,886	6,524,593	818,227	12.54	.....	‡107,042
1851	19,796	10,982	8,255	8,364,503	985,019	11.77	148	‡145,897
1852	20,901	12,908	10,146	11,082,768	1,275,520	11.50	185	‡196,936
1853	22,320	15,360	12,415	12,986,705	1,601,329	12.33	235	176,722
1854	23,548	16,720	14,440	15,433,389	1,758,610	11.39	257	197,090
1855	24,410	18,374	18,333	19,202,469	2,073,089	10.79	348	254,498
1856	25,565	22,016	20,323	21,809,296	2,310,389	10.59	394	287,187
1857	26,586	24,503	22,530	24,267,914	2,559,847	10.54	451	339,383
1858	27,977	26,968	24,431	25,763,452	2,828,301	10.97	491	392,739
1859	28,539	28,789	26,010	27,268,384	3,243,974	11.90	548	429,175
1860	28,498	30,635	27,129	27,653,749	3,349,662	12.11	582	405,819
1861	28,586	31,286	†22,018	†23,116,823	†2,543,709	11.00	†427	†314,179
1862	28,875	33,170	†21,338	†22,777,219	†2,498,115	10.96	†474	†295,823
1863	29,047	33,908	†22,152	†22,871,558	†2,538,517	11.09	†525	†324,524
1864	28,878	35,085	†22,616	†23,301,942	†2,567,044	11.01	†572	†352,701
1865	20,550	36,801	†23,401	†24,087,568	†2,707,421	11 23	†612	†342,071
1866	23,828	39,250	32,092	30,609,467	3,391,592	11.08	702	542,401
1867	25,163	42,229	34,015	32,437,900	3,812,600	11.75	827	729,680
1868	26,481	42,229	36,018	34,886,178	4,177,126	11.97	995	839,975
1869	27,106	46,844	39,537	41,399,284	4,723,680	11.41	1,129	973,560
1870	28,492	52,914	43,727	47,551,970	5,128,901	10.78	1,106	1,109,140
1871	30,045	60,283	49,834	55,557,048	5,724,979	10.30	1,382	1,441,020
1872	31,863	66,171	57,911	62,491,749	6,502,771	10.40	1,647	1,709,546
1873	33,244	70,278	63,457	65,621,445	7,257,196	11.05	1,895	1,958,876
1874	34,294	72,383	67,734	72,460,545	8,589,663	11.85	2,175	2,186,330
1875	35,547	74,096	70,083	75,154,910	9,216,518	12.26	2,242	2,410,490
1876	36,383	76,808	72,348	77,741,172	9,543,134	12.27	2,415	2,504,140
1877	37,345	79,089	74,546	85,358,710	9,053,936	10.60	2,500	2,484,846
1878	39,258	81,776	77,120	92,120,395	9,566,595	10.38	2,608	2,579,013
1879	40,855	86,497	79,991	93,092,992	9,792,589	10,51	2,609	2,624,890
1880	42,989	93,671	85,320	96,497,463	10,648,986	11.03	2,946	2,850,980
1881	44,512	104,813	91,569	103,521,229	11,963,117	11.55	3,177	3,108,801
1882	46,231	113,329	100,563	113,995,318	13,127,715	11.51	3,570	3,486,779
1883	47,863	121,592	109,827	128,891,111	13,887,800	10.77	3,855	3,688,032
1884	50,017	.....	117,160	142,541,392	15,012,603	10.53	3,963	3,979,362

*Including steamboat service; no separate report.
†Service suspended in Southern States.
‡Including mail-messenger service.
The cost of service and of employés of the railway mail service is taken from the reports of the Second Assistant Postmaster-General.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. 40. PART 2.

LETTER

FROM

THE POSTMASTER GENERAL,

STATING,

In response to Senate resolution of February 4, 1885, *the reasons for certain erasures in the documentary history of the Railway Mail Service.*

FEBRUARY 6, 1885.—Referred to the Committee on Printing and ordered to be printed.

POST-OFFICE DEPARTMENT,
OFFICE OF THE POSTMASTER-GENERAL,
Washington, D. C., February 6, 1885.

SIR: In response to the resolution of the Senate dated the 4th instant, I have the honor to state that the erasures and interlineations in the documentary history of the Railway Mail Service were simply the result of a final revision of the document by the general superintendent of the Railway Mail Service before giving it his signature.

It was intended that this document should be copied and a clean manuscript transmitted to the Senate. To avoid the delay and expense which this would involve, the document was sent, as corrected, without transcribing, thus showing on its face both the first cast and final revision.

The paragraph referred to in the resolution was stricken out because it contained an inference which it was deemed best to allow the reader of the document to draw for himself.

No material fact or document pertaining to Mr. Davis or any other person has been omitted.

With this explanation it will be apparent that, in point of fact, there are no erasures in the manuscript, as all such are constructively no part of the document, and would have disappeared if the Department had not been assured that the altered copy would not be deemed a discourtesy to the Committee on Post-Offices and Post-Roads.

I have the honor to be, sir, very respectfully,

FRANK HATTON,
Postmaster-General.

The PRESIDENT PRO TEMPORE OF THE SENATE.

48TH CONGRESS, 2d Session. | SENATE. | EX. DOC. No. 41.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In response to Senate resolution of January 9, 1885, report of the Chief of Engineers relating to Newport Harbor, Rhode Island, and Fort Greene.

JANUARY 21, 1885.—Referred to the Committee on Military Affairs and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 20, 1885.

The Secretary of War has the honor to transmit to the United States Senate a report dated the 19th instant, from the Chief of Engineers, and its accompanying copy of a report dated the 15th instant, and plat of Newport Harbor, Rhode Island, from Lieut. Col. George H. Elliot, Corps of Engineers, the same being transmitted in response to the resolution of the Senate of January 9, 1885, as follows:

Resolved, That the Secretary of War be, and that he hereby is, directed to report without unnecessary delay to the Senate, whether any private person is in the possession and occupation of Fort Greene, in Newport, Rhode Island, belonging to the United States; and, if so, under what authority does such person hold the same; whether the said Fort Greene is of any present use to the Government of the United States; and, if not, will the United States probably have any future use for the said fort; and if there is no present or prospective use for the said fort, whether or not the same ought not to be sold, and the proceeds thereof be covered into the Treasury of the United States; and if the said Fort Greene is not of any present use to the United States but will probably be of use thereto hereafter, whether the said Fort Greene may not well be committed to the care and custody of the city of Newport, to be by the said city used as a public park until further action of Congress or of the Secretary of War is had in reference thereto.

The Secretary of War concurs in the opinion expressed by Lieutenant-Colonel Elliot, which is also concurred in by the Chief of Engineers, that the site of Fort Greene should not be sold by the United States, but should be turned over to the city of Newport for use as a public park, as contemplated by the Senate resolution, to be retained by the city during the pleasure of the Secretary of War, under such conditions as he may deem best to impose.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE
OF THE UNITED STATES SENATE.

OFFICE OF THE CHIEF OF ENGINEERS,
UNITED STATES ARMY,
Washington, D. C., January 19, 1885.

SIR: I have the honor to return herewith the resolution of the Senate of the United States, dated January 9, 1885, calling for a report whether any private person is in the possession and occupation of Fort Greene, in Newport, R. I., and, if so, under what authority does such person hold the same, &c.

I have the honor, in reply thereto, to submit the accompanying copy of the report thereon, dated the 15th instant, by Lieut. Col. George H. Elliot, Corps of Engineers, which it is believed will fully answer the inquiries contained in the resolution, and afford all necessary information in regard thereto.

In addition to the statement of Lieutenant-Colonel Elliot in regard to the title of the United States, there is found upon the files of this office an uncertified copy of a deed executed September 6, 1823, by which Richard Mitchell and others, "proprietors of a tract of land in said Newport, called Easton's Point, * * * remised, released, and forever quitclaimed" to the United States all their "estate, right, title, interest, quit-rent, rent reserved, property, claim, and demand of, in, and to" the said land; consideration, $133.33.

The files of this office also contain a copy of a quitclaim deed dated August 13, 1853, from David Buffum and others, "overseers of the Rhode Island Monthly Meeting of Friends," to Mrs. Agatha B. Mayer, for the site of Fort Greene; consideration, $200.

It would appear that the deed of Mitchell and others to the United States in 1823, if the uncertified copy on file is correct, secured a title to the General Government, but the lease executed by Capt. George Dutton, of the Corps of Engineers, by direction of the Secretary of War, in November, 1853, to Mrs. Agatha B. Mayer, to which reference is made by Lieutenant-Colonel Elliot, provided for the payment annually to the proprietors of Easton's Point, in Newport, R. I., "three ounces and twelve pennyweights of coined silver upon each pair or each two lots of 50 feet front each," &c.

I concur in the opinion expressed by Lieutenant-Colonel Elliot, that the site of Fort Greene should not be sold by the United States, but should be turned over to the city of Newport, for use as a public park, as contemplated by the Senate resolution, to be retained by the city during the pleasure of the Secretary of War, under such conditions as he may deem best to impose.

From the papers on file in this office it does not appear that the opinion of any law officer of the Government upon the title has ever been sought or obtained.

Very respectfully, your obedient servant,

JOHN NEWTON,
Chief of Engineers, Brig. and Bvt. Maj. Gen.

Hon. ROBERT T. LINCOLN,
Secretary of War.

ENGINEER OFFICE, UNITED STATES ARMY,
Newport, R. I., January 15, 1885.

GENERAL: I have the honor to acknowledge the receipt of a copy of the following resolution of the Senate of the United States:

IN THE SENATE OF THE UNITED STATES,
January 9, 1885.

Resolved, That the Secretary of War be, and that he hereby is, directed to report without unnecessary delay to the Senate, whether any private person is in the possession and occupation of Fort Greene, in Newport, Rhode Island, belonging to the United States, and, if so, under what authority does such person hold the same; whether the said Fort Greene is of any present use to the Government of the United States, and, if not, will the United States probably have any future use for the said fort; and if there is no present or prospective use for the said fort, whether or not the same ought not to be sold, and the proceeds thereof be covered into the Treasury of the United States; and if the said Fort Greene is not of any present use to the United States, but will probably be of use thereto hereafter, whether the said Fort Green may not well be committed to the care and custody of the city of Newport, to be by the said city used as a public park until further action of Congress or of the Secretary of War is had in reference thereto.

In compliance with the direction contained in the letter inclosing the above resolution, I beg leave to submit the following report:

Fort Greene is situated on what was formerly known as North (also Easton's) Point, on the eastern shore of Narragansett Bay, just above the harbor of Newport and within the city limits. It is a semi-circular earthen battery, with a masonry scarp on the water front. This scarp, which is of rubble-stone laid in mortar, and about 20 feet high above the beach, is in fair condition except on the northern flank, where it is somewhat broken. The parapet, which has a development of about 240 feet, is about 20 feet thick; the terre-plein is about 15 feet wide, and the parade is in area about 200 feet by 60 feet. The height of the parapet over the level of the parade is about 8 feet. There is a magazine under the parapet of the left flank of the battery.

The land belonging to the work, which is bounded by Washington street on the east, Battery and Pine streets on the north and south, and the bay on the west, comprises four lots, each 50 feet front on the bay and about 100 feet deep. The entire area is therefore about 20,000 square feet.

There is a good fence around it on the land sides and the parapet; the terre-plein and the parade are covered with turf and have been neatly kept.

The United States holds the land by virtue of two separate deeds of conveyance from Samuel and William V. King to John Adams, President of the United States, dated the 29th August, 1799, the consideration being the payment to each of said persons the sum of $80, and "three ounces and twelve pennyweights of coined silver upon each pair or each two lots of 50 feet front each, payable annually on the 25th day of March, in each year, to the proprietors of Easton's Point, in Newport, R. I., of whom the said land has been holden by the grantors of the United States, and those whose estate they have, of the manner of fee farm and common socage, by fealty only in lieu of all services."

On the 22d of November, 1853, Capt. George Dutton, of the Corps of Engineers, United States Army, acting under the authority of Jefferson Davis, then Secretary of War, leased the land to Agatha B. Mayer, wife of Edward Mayer, her executors, administrators, and assigns, until required by the Secretary of War to restore the same, in consideration of her paying to the proprietors of Easton's Point the annual rents reserved in the two deeds before mentioned and to the United States the sum of $12 on the 1st of September annually.

The lease also provides that the premises—

Shall be preserved at all times free from depredation and violence, and from all excavation and embankment, or tearing down or demolishing, and that the said premises shall not be built upon during the continuance of this lease, and that the right conferred by this lease shall not be transferred without the consent of the United States previously obtained, and that whenever required by the Secretary of War, the same shall forwith be restored to the United States, and furthermore, that the said premises shall at all times be subject to inspection by the United States by their authorized agents.

The rent was last paid on the 29th August last, and for the year ending September 1, 1885. As to the value of the land I am informed by competent judges that it would bring from $5,000 to $6,000 if sold at public auction.

The following facts connected with the work, for which I am indebted to General Cullum's Historical Sketch of the Fortification Defenses of Narragansett Bay, may be of interest:

North Point was fortified early in 1776, by the citizens of Rhode Island.

The work was armed with 18 and 24 pounder guns, and in April, 1776, it assisted in driving the British ships Scarborough, of 20, and Cimetar, of 18 guns, with their two prizes, from their anchorage near Rose Island, over to the Conanicut side of the Middle Passage, from which latter position they were forced to sea by batteries at the Dumplings, Brenton's Point, and Castle Hill. In December, 1776, it fell into the hands of the British, who held it for three years, and who in turn succesfully employed it against the fleet of our French ally, commanded by Count d'Estaing, during its unsuccessful attempt to relieve Newport in the early part of August, 1778.

It formed the left of the inner line of intrenchments, which was thrown up during the attack (August, 1778,) by the Americans under Generals Sullivan and Lafayette on the British main line of works which surrounded the city. It fell into the hands of the Americans again on the British evacuation in October, 1779.

The rebuilding of the work in its present form was commenced in 1798, in anticipation of war with France, and it was completed in 1800.

It was again garrisoned by troops in the war of 1812, and it probably remains in the same condition as then, except that the brick barrack and guard-house, and the hot-shot furnace which it formerly contained, and the palisade along its gorge, have been demolished.

While the site of Fort Greene would not now be selected for defensive purposes, and the work itself is not suited for the heavy guns of modern times, yet, in case of an emergency, in the present condition of the fortifications between Newport and the sea, by raising slightly the earthen parapet of the work and thickening it by embanking upon the terreplein, the parade would furnish good emplacements for heavy rifled mortars, to be used in co-operation with temporary works on the site of Fort Hamilton, Rose Island, and on Coasters' Harbor Island in the defense of Newport Harbor, in case the enemy should succeed in getting past the lower defenses, or in case he should force the Western Passage into Narragansett Bay, as was done during the war of the Revolution by Sir Peter Parker, with the British fleet, and again by the Count d' Estaing, with the French fleet, and come down from the North upon Newport, and the rear of the main works commanding the Middle Passage.

It seems, therefore, that Fort Greene has sufficient, both of military value and of historical interest, to warrant the retention of the work by

PLAT OF

NEWPORT HARBOR R.I.

Showing the position of

FORT GREENE

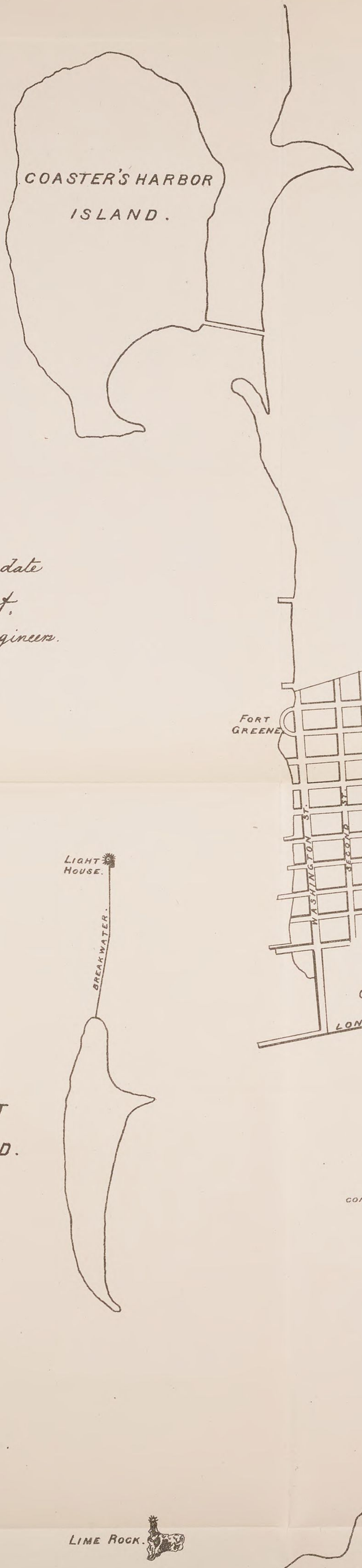
Scale. $\frac{1}{10000}$.

Sent to the Chief of Engineers with letter of this date

(Sd) *George H. Elliot.*

Engineer Office, Newport R.I. *Lieut Col of Engineers.*

Jan. 15th 1885.



S. EX. 41, 2, 48.

the United States, certainly for the present, and I am of the opinion that it should not be sold but should be turned over to the city of Newport for use as a public park, as contemplated in the resolution of the Senate, to be retained by the city during the pleasure of the Secretary of War, under the conditions that are now contained in the lease, except the payment of rent to the United States.

Very respectfully, your obedient servant,

GEORGE H. ELLIOT,
Lieutenant-Colonel of Engineers.

Brig. Gen. JOHN NEWTON,
Chief of Engineers, U. S. A., Washington, D. C.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 42.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In response to Senate resolution, December 20, 1884, a report as to the cost of the proposed improvement of the harbor of Providence, R. I.

JANUARY 22, 1885.—Referred to the Committee on Commerce and ordered to be printed.

WAR DEPARTMENT,
Washington City, January 21, 1885.

The Secretary of War has the honor to transmit to the United States Senate a report, dated the 19th instant, from the Chief of Engineers, and its accompanying copy of a report, dated the 10th instant, from Lieut. Col. George H. Elliot, Corps of Engineers, the officer in charge of the improvement of the harbor of Providence, R. I.; said reports being transmitted in response to the resolution of the Senate of December 20, 1884, as follows:

Resolved, That the Secretary of War is hereby directed to transmit to the Senate an estimate of the cost of the proposed improvement of the harbor of Providence, R. I., by the removal of Green Jacket Shoals, to the depth of 25 feet at mean low water.

The estimated cost of the work is $112,346.25.

ROBERT T. LINCOLN,
Secretary of War.

The PRESIDENT PRO TEMPORE OF THE SENATE.

OFFICE OF THE CHIEF OF ENGINEERS, U. S. ARMY,
Washington, D. C., January 19, 1885.

SIR: I have the honor to acknowledge the reference to this office, on the 23d December last, of resolution of the Senate of the United States dated December 20, 1884, directing the Secretary of War "to transmit to the Senate an estimate of the cost of the proposed improvement of the harbor of Providence, R. I., by the removal of Green Jacket Shoals, to the depth of 25 feet at mean low water," and to return the same, with copy of the report thereon from Lieut. Col. George H. Elliot, Corps of Engineers, the officer in charge of the improvement of the harbor, which will, it is believed, furnish the desired information. The estimated cost of the work is $112,346.25.

Very respectfully, your obedient servant,

JOHN NEWTON,
Chief of Engineers,
Brig. and Bvt. Maj. Gen.

Hon. ROBERT T. LINCOLN,
Secretary of War.

IMPROVEMENT OF THE HARBOR OF PROVIDENCE, RHODE ISLAND, BY THE REMOVAL OF GREEN JACKET SHOAL TO THE DEPTH OF TWENTY-FIVE FEET AT MEAN LOW WATER.

ENGINEER OFFICE, U. S. ARMY,
Newport, R. I., January 10, 1885.

GENERAL: I have the honor to acknowledge the receipt of a copy of the following resolution of the Senate of the United States:

IN THE SENATE OF THE UNITED STATES.

December 20, 1884.

Resolved, That the Secretary of War is hereby directed to transmit to the Senate an estimate of the cost of the proposed improvement of the harbor of Providence, Rhode Island, by the removal of Green Jacket Shoal to the depth of 25 feet at mean low water.

Attest.

ANSON G. McCOOK,
Secretary.

In compliance with the direction contained in the indorsement on the above resolution, I beg leave to submit the following report:

Green Jacket Shoal is in the upper part of the harbor of Providence, off the wharves on the south front of the city. This part of the harbor is about 2,000 feet long by from 600 to 1,200 feet wide, and of this area, the shoal, or rather that part of it which is within the 15-foot curve, takes up about 18 acres. There are channels on either side of the shoal, between it and the harbor lines, having, the one on the north side, a width of about 300 feet and a depth of 20 feet, and the one on the south side a width varying from 50 to 100 feet, and a depth of about 15 feet at mean low water. The water on the summit of the shoal is about 1 foot deep at mean low water.

In my last annual report, in speaking of the value of the space occupied by the shoal, which is the best part of the harbor for anchorage purposes, I said:

> It may not be thought necessary in the first instance to excavate this shoal deeper than 20 feet, but within a short time the commerce of Providence will doubtless demand its removal to a depth of not less that 25 feet at mean low water. The cost of the work cannot be estimated before the survey required to determine the quantity, and the borings to discover the character, of the material to be removed, which are now in progress, are finished.

The major part of the larger class of vessels engaged in the commerce of Providence are from 16 feet to 20 feet draught, and there is a constant tendency to an increase in the size of vessels arriving at this port, and a corresponding reduction in the cost of freights. There are several vessels already that draw more than 20 feet and the number would be larger, but at present there is no anchorage for such vessels, except in such positions that they rest in the mud at low water, or they occupy and obstruct our newly excavated 25-foot channel, the upper end of which lies just west of the shoal, and the whole of which is nearly completed to the deep water of Narragansett Bay.

When, at low water, these vessels rest in the mud near the channel they crush down its banks, and our recent surveys show that much damage has been done to the channel in this way.

In consideration of these facts and the comparative economy of making the whole depth in one contract, it will doubtless be advisable to dredge the shoal at once to the depth of 25 feet at mean low water.

Assuming that the city will take care of the space between the harbor



UPPER PART OF

HARBOR OF PROVIDENCE, R.I.

Scale of feet.

200' 0 200' 400' 600' 800' 1000' 1200 1400' 1600' 1800' 2000' 2200

NOTE.—Soundings are referred to mean low water.

S. EX. 42, 2, 48.

Engineer Office U. S. Army:
Newport R. I. Jan. 10, 1885
Sent to the Chief of Engineer with report of this date.
(signed) George H. Elliot
Lieut. Col. of Engineers

lines and lines drawn parallel and distant 200 feet from them, the survey above referred to shows that the amount of material to be removed is 851,108 cubic yards. Our borings covered every part of the shoal and we found that it is almost entirely composed of mud. My current contract for dredging similar material in the 25-foot channel in Providence River is 12 cents per cubic yard, and although this is almost a minimum price for such work, I think it safe to estimate that the shoal can be removed at the same rate, or, allowing 10 per cent. for contingencies, at a total cost of $112,346.25.

The collector of customs at Providence reports 17,104 arrivals and departures of vessels during the year 1883, with an estimated total tonnage of 4,522,768 tons.

In concluding this report it may be proper for me to remark that when this shoal is removed the harbor of Providence will be one of the finest in the country, whether in respect of its capacity for deep-draught vessels or its security or the safety of its approaches or its distance inside the general coast line, which gives it an especial advantage by reason of the comparatively low rates of water transportation.

Very respectfully, your obedient servant,

GEORGE H. ELLIOT,
Lieutenant-Colonel of Engineers.

Brig. Gen. JOHN NEWTON,
Chief of Engineers, U. S. A.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 43.

LETTER

FROM

THE ATTORNEY-GENERAL,

TRANSMITTING,

In response to Senate resolution, January 20, 1885, the proceedings under the act of Congress approved July 15, 1882, for increasing the water supply of the city of Washington.

JANUARY 22, 1885.—Referred to the Committee on the District of Columbia and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, January 20, 1885.

SIR: I have the honor to make report of the proceedings under the act of Congress approved July 15, 1882, entitled "An act to increase the water supply of the city of Washington, and for other purposes," as follows:

On the 17th August, 1883, I received from the Secretary of War a description of the land deemed by him necessary to extend the Washington Aqueduct from its present eastern terminus to the high ground north of Washington, near Sixth street extended, and of the land necessary for a reservoir at that point, and of the land necessary for a dam across the Potomac River at Great Falls, including the land now occupied by the dam and the land required for the extension of said dam across Conn's Island to and upon the Virginia shore, and also of the land on which the gate-house at Great Falls stands, together with maps and surveys. Thereupon, commencing on the 21st August, 1883, I published for thirty days in three daily papers of the District of Columbia the description so transmitted, with a notice that the same had been taken for the purposes mentioned in the act, and notifying all claimants to any portion of said premises to file, within the period of publication, in the Department of Justice, a description of the tract or parcel claimed, and a statement of its value as estimated by the claimant. A copy of this notice is hereto appended. The claims thus filed were transmitted to the Secretary of War to ascertain whether they were sufficiently definite in their descriptions to be capable of location on the ground. As fast as the same were located by the officers of the War Department, upon the original or amended descriptions, I requested Matthew G. Emery, Thomas J. Fisher, and Brainard H. Warner, appraisers, appointed January 15, 1884, upon my application, by the chief justice of the District of Columbia, to fairly and justly value the same, without reference to the value of the lands for the uses for which they were taken, and report such valuation to me. Upon receipt of the valuations I invited the claimants to submit

to me an abstract or chain of title. In the cases where this valuation was acceptable to the claimant and the title was satisfactory to me, I sent to the Secretary of War the several deeds executed by the claimants, with the statement that upon payment of the consideration (the amount fixed by the appraisers) the deed of conveyance would assure to the United States a valid title.

The following are the claims thus completed:

Mrs. Mary M. C. Seiler, part of lot 18, block 16, in the Howard University subdivision; consideration, $1,540; deed dated April 30, 1884. Opinion May 1, 1884: subject to an incumbrance.

Mrs. Kate C. Dowling, part of lot 14, block 11, in Howard University subdivision; consideration, $1,088; deed dated May 2, 1884. Opinion May 2, 1884: good title.

Mrs. Margaret Finn Hallig, part of lot 14, block 11, Howard University subdivision; consideration, $2,465; deed dated May 8, 1874. Opinion May 16, 1884: title good, subject to incumbrance.

Ella L. Thomas and Matilda Stanton, part of lot 12, block 16, Howard University subdivision; consideration, $1,175; deed dated May 7, 1884. Opinion May 21, 1884: title good.

Charles M. McKenney, part of lot 18, block 16, Howard University subdivision; consideration, $935; deed dated May 22, 1884. Opinion May 24, 1884: title good.

Charles B. Purvis, part of lot 6, block 23, Howard University subdivision; consideration, $3,062.50; deed dated May 7, 1884. Opinion May 27, 1884: title good.

James B. Johnston, lots 1, 2, 3, 18, 19, and 20, block 24, in Howard University subdivision; consideration, $5,962.50; deed dated May 22, 1884. Opinion May 27, 1884: title good.

Benjamin R. Hodges, part of lot 17, block 16, in Howard University subdivision; consideration, $640; deed dated May 31, 1884. Opinion June 2, 1884: title good, subject to incumbrance.

John Walker, part of lot 17, block 16, Howard University subdivision; consideration, $1,785; deed dated May 29, 1884. Opinion June 10, 1884: title good, subject to incumbrance.

Meredith Eatman, lot 10, block 16, Howard University subdivision; consideration $1,750; deed dated May 29, 1884. Opinion June 11, 1884: title good.

George Grice and Wilson Grice, part of lot 20, block 16, Howard University subdivision; consideration, $1,425; deed dated June 3, 1884. Opinion June 13, 1884: title good.

Diana Walker et al., lot 16, block 16, Howard University subdivision; consideration, $1,150; deed dated June 18, 1884. Opinion June 18, 1884: title good.

Mrs. Anna L. Woodbury, lot 18, block 22, Howard University subdivision; consideration, $1,326; deed dated June 23, 1884. Opinion June 25, 1884: title good.

Mrs. Elmira G. Wheeler, lot H, block 22, Howard University subdivision; consideration, $1,300; deed dated June 23, 1884. Opinion June 26, 1884: title good.

John O'Connell, lots C, D, E, and F, block 22, Howard University subdivision; consideration, $3,500; deed dated June 26, 1884. Opinion dated June 28, 1884: title good, subject to incumbrance.

John A Pierre, lot G, in block 22, Howard University subdivision; consideration, $1,300; deed dated May 31, 1884. Opinion June 28, 1884: title good.

Otis F. Presbrey, lot 7, block 12, Hall and Elvans' subdivision of Meridian Hill; consideration, $1,400; deed dated July 7, 1884. Opinion July 7, 1884: title good, subject to incumbrance.

William Harris, lot 3, block 11, Howard University subdivision; consideration, $450; deed dated June 26, 1884. Opinion July 22, 1884: title good.

Almos P. Bogue, lot L, in block 22, Howard University subdivision; consideration, $1,300; deed dated July 21, 1884. Opinion July 30, 1884: title good.

Charles F. Cost, lot A, block 22, Howard University subdivision; consideration, $1,300; deed dated July 7, 1884. Opinion August 2, 1884: title good.

Evan Lyons, part of a tract of land known as "Pretty Prospect"; consideration, $3,500; deed dated August 2, 1884. Opinion August 6, 1884: title good, subject to incumbrance.

Almos P. Bogue, lot K, block 22, Howard University subdivision; consideration, $1,375; deed dated August 8, 1884. Opinion August 11, 1884: title good.

William Walker, lot I, block 22, Howard University subdivision; consideration, $1,300; deed dated August 7, 1884. Opinion August 12, 1884: title good.

Jacob Karr, lot 11, block 16, Howard University subdivision; consideration, $750; deed dated August 12, 1884. Opinion August 13, 1884: title good.

Adeline Brooks, lot A, block 16, Howard University subdivision; consideration, $900; deed dated July 25, 1884. Opinion August 14, 1884: title good.

Henry Wolford and Marks Shilberg, lot B, block 22, Howard University subdivision; consideration, $1,300; deed dated August 15, 1884. Opinion August 15, 1884.

Howard University, lots 13, 14, 15, D, E, F, in block 16, lots 1, 2, 3, 4, 5, 6 (east half), and 7, in block 23, lots 1 to 16, inclusive, in block 9, lots 14 and 15, in block 22, Howard University subdivision; consideration, $18,294.10; deed dated July 7, 1884. Opinion August 18, 1884: title good.

Nancy Richards, lot M, block 22, Howard University subdivision; consideration, $1,300; deed dated July 28, 1884. Opinion August 20, 1884: title good, subject to incumbrances.

John M. Brown, lot 8, block 23, Howard University subdivision; consideration, $8,625; deed dated August 20, 1884. Opinion August 21, 1884: title good, subject to incumbrances.

Francis H. Smith, trustee, lot N, and part of lots L and M, in block 22, Howard University subdivision; consideration, $454; deed dated August 21, 1884. Opinion August 21, 1884: title good.

Albert T. Shurtleff, part of lot 6, block 12, Hall and Elvan's subdivision of Meridian Hill; consideration, $1,194; deed dated August 18, 1884. Opinion August 21, 1884: title good.

The act of July 15, 1882, provided that

All claims for value or damages on account of ownership of any interest in said premises, or on account of injury to a property right by the construction of said works, shall, unless a petition for the recovery thereof be filed within one year from the date of the first publication of notice by the Attorney-General, as above directed, be forever barred,

and that

any person or corporation having any estate or interest in any of the lands embraced in said survey and maps who shall *for any reason* not have been tendered payment therefor, as above provided, or who shall have declined to accept the amount tendered therefor, and any person who by reason of the taking of said land, or by the construction of the works hereinafter directed to be constructed shall be directly injured in any property right may at any time within one year from the publication of notice by the Attorney-General, as above provided, file a petition in the Court of Claims of the United States setting forth his right and title and the amount claimed by him as damages for the property taken or injury sustained,

and

upon payment being made therefor or without payment upon the expiration of the times above limited without the filing of a petition an absolute title to the premises shall vest in the United States.

Five of the claimants, to wit, the Great Falls Manufacturing Company, the Chesapeake and Ohio Canal Company, Evan Lyons, Frederick Wetzel, and the Howard University, availed themselves of this remedy, and as to these no doubt has been felt that the Atttorney-General became on the 22d August *functus officio*. A greater number who for some reason or other had not been tendered payment failed to file their petitions in the Court of Claims, and unless Congress relieves them they are remediless.

The present status of these cases is as follows:

10. William Linkins, filed September 12, 1883. Part of lot 12 and lots 13, 14, 15, 16, and part of lot 17 in block 4, Meridian Hill. Amended claim filed November 2, 1884, for 22 lots in block 4, Meridian Hill, being lots 4 to 25, inclusive. Our tunnel traverses lots 9 and 20 a distance of 278 feet, and lot 17 a distance of 57 feet; appraised at $167.50; received from claimant chain of title August 19, 1884; requested United States attorney to examine title August 20, 1884; received report from United States Attorney Worthington showing title to lots 9 and 20 good, subject to certain incumbrances; May 1, 1884, received location; March 18, requested appraisement; August 11, appraisement received.

11. George E. Moore, sr., claim filed September 12, 1883, for 20 acres required for reservoir. March 1, 1884, received from Secretary of War description by metes and bounds; March 1, 1884, requested appraisement; March, 21 1884, received valuation, $44,733; February 29, 1884, requested claimant to furnish chain of title; received chain of title from claimant; July 30, 1884, requested United States attorney to examine title; August 20, 1884, received report of United States attorney.

Thomas Ready, claim filed for lots 18 to 22, inclusive, in the subdivision of Harlem. The tunnel traverses the property claimed by him a distance of 591.8 feet. This has been appraised at $295.90. We have also taken a tract of land supposed to be included in his claim containing 636 thousandths of an acre, appraised at $175. Received definite description of the surface taken May 1, 1884; requested appraisement of same; May, 1884, received appraisement of same; May 1, 1884, received definite location of tunnel; May 19 requested appraisement of same; August 11, 1884, received valuation.

14. Jeremiah Harrington, claim received September 14, 1883, for lot 17 in Jones's subdivision of Harlem. The tunnel appears to traverse the property claimed by him a distance of 473 feet, appraised at $236.50. We have also taken a tract of land supposed to be included in his claim containing 249 thousandths of an acre, appraised at $100. Received definite description of surface; May 2, 1884, requested appraisement; May, 1884, received appraisement; May 1, 1884, received location of tunnel; May 19, 1884, requested appraisement; August 11, 1884, received appraisement.

17. Moses Kenner, claim received September 15, 1883, for improvements on lot D, block 16. The title to this property was in the Howard University, and the United States have paid to it for the land and improvements and taken a deed therefor.

18. John Dugan and Brothers, claim filed September 15, 1883, for lots 1 and 2 in the subdivision of Harlem. I am unable to say whether either of these lots has been taken or traversed by the tunnel, as the Secretary of War, in describing the land taken and traversed at and about the location of this claim, has used metes and bounds, and has not adopted the survey which subdivides Harlem into lots.

19. Simon Butler, claim for rent and improvements on lot 13, block 16, Howard University subdivision. This property belonged to the Howard University, and is included in its deed of July 7, 1884.

22, 42. C. H. E. Richardson, A. P. Fardon, Seymour W. Tullock, John C. Ingersoll, Mamie Ingersoll, Mary Ingersoll, George Taylor, George H. Williams, A. Pollock, received September 17 and 21, 1883, for land taken for working shaft and right of way for tunnel. The tunnel traverses the land included in this claim a distance of 901 feet; appraised at $450.50. We have also taken a tract of land supposed to be included in this claim containing 21,000 square feet, appraised at $3,150. March 15, 1884, received definite description of surface; March 18, 1884, requested appraisement; April 18, 1884, received appraisement; May 1, 1884, received definite description of tunnel; May 19, 1884, requested appraisement; August 11, 1884, received appraisement.

29. Garfield Memorial Hospital, filed September 18, 1883, for part of a tract of land known as Mount Pleasant. The tunnel appears to traverse the land embraced in this claim a distance of 300½ feet, appraised at $150.25. May 1, 1884, received definite description; May 19, 1884, requested appraisement; August 11, 1884, received appraisement.

30. C. G. Schneider, received September 19, 1883, for land north of Boundary street, between Tenth and Eleventh streets N. W. The tunnel appears to traverse the land embraced in this claim a distance of 154.9 feet, appraised at $77.45. May 1, 1884, received definite description; May 19, 1884, requested appraisement; August 11, 1884, received appraisement.

32. James Ware, claim filed September 19, 1883, for improvements on lots E and F, in block 16, Howard University subdivision. This property belonged to the Howard University, and is included in its deed of July 7, 1884.

33. Leroy Tuttle, filed September 19, 1883, for lots 14 and 15 on Kalorama avenue. Lot No. 15 has been taken for an air-shaft, appraised at $1,215. The tunnel traverses lot No. 14 a distance of 50.5 feet, appraised at $25.25. May 1, 1884, received definite description of tunnel; May 19, 1884, requested appraisement; August 11, 1884, received appraisement; March 15, 1884, received definite description of surface; March 18, 1884, requested appraisement; April, 1884, received appraisement; May 22, 1884, requested United States attorney to examine title to lot 15. August 21, 1884, received report of United States attorney that record title is defective, and that he is unable to express an opinion as to title by adverse possession.

35. J. S. McKenney and Charles H. Cragin, filed September 19, 1883, for a tract of land called Spring Hill, west of and adjoining lands of Georgetown College. The tunnel appears to traverse the property embraced in this claim a distance of 885.3 feet, appraised at $442.90. We also seem to have taken of this property one acre and 27 and 82 hundredths perches, appraised at $400. March 15, 1884, received definite description of land; March 18, 1884, requested appraisement; April 18, 1884, received appraisement; May 1, 1884, received definite description of tunnel; May 19, 1884, requested appraisement; August 11, 1884, received appraisement; May 29, 1884, requested United States attorney to examine title; August 20, 1884, received report of United States attorney on title.

Otis F. Presbrey, claim filed September 21, 1883, for lots 42 to 51, and 77 to 94, in his subdivision of the widow's mite. The tunnel appears to traverse this property as follows: through lots 51, 50, 49, 48, 47, 85, 84, 83, 82, 81, 90, 91, 92, 93, 94, a distance

of 728 feet, appraised at $361.50. May 1, 1884, description of tunnel received; May 19, 1884, appraisement requested; August 11, 1884, appraisement received; claimant notified.

40. W. F. Ross, September 21, 1884, and A. P. Fardon, conflicting claims for 6,632 square feet of lot 8, block 12, Hall and Elvans' subdivision of Meridian Hill; appraised land, $1,326.40; improvements, $250. March 15, 1884, description received; March 18, 1884, appraisement requested; May 9, 1884, appraisement received; May 22, 1884, district attorney requested to examine title; July 18, 1884, district attorney reports title in Fardon subject to equity in Ross.

41. W. W. Stindcomb, claim filed September 21, 1883, for land on the new road. Although his description is indefinite it would seem that the tunnel traverses property claimed by him for a distance of 213.6 feet—appraised at $106.80. May 1, 1884, received description; May 19, 1884, requested appraisement; August 11, 1884, received appraisement; August 13, 1884, claimant requested to furnish chain of title; August 20, 1884, requested the United States attorney to examine title.

43. George Taylor, claim filed September 21, 1883, for lots 18 and 19 of Hall and Elvans' subdivision of Meridian Hill. The tunnel appears to traverse lot No. 18 for a distance of 154 feet, appraised at $77: May 1, 1884, description received; May 19, 1884, appraisement requested; August 11, 1884, appraisement received; August 13, 1884, claimant notified to furnish chain of title.

45. Lawrence Hickey, claim filed September 22, 1883, for lot 19, block 16, Howard University subdivision, appraised January 25, 1883, at $3,125; claimant requested February 29, 1884, and July 26, 1884, to furnish chain of title; September 25, 1884, title furnished by claimant.

46. George Truesdell, claim filed September 25, 1883, for 4.37 acres between Kalorama avenue, Woodley lane, Columbia road, and Garfield avenue. The tunnel appears to traverse the land embraced in this claim for a distance of 479.5 feet, appraised at $239.75; May 1, 1884, description of tunnel received; May 19, 1884, appraisement requested; August 11, 1884, appraisement received: August 18, 1884, claimant requested to furnish chain of title.

47. Claim of Emily E. Weiss. This property does not appear to have been taken.

49. Great Falls Manufacturing Company, claim received October 9, 1884. No appraisement was requested of the property and rights claimed by this company, as questions of law were involved and it was deemed impossible without the examination of numerous witnesses to arrive at the value of the land to be taken exclusive of the uses for which it was to be taken and exclusive of the injury to be wrought by the taking upon other property and rights of the claimant, and an ample remedy was afforded by the statute by resort to the Court of Claims.

51. R. Tompkins, claim received November 1, 1883, for lot 11 in block 12 of the subdivision of Meridian Hill. This property was not taken.

52. Helen Rand Tindall, claim filed January 8, 1884, for lot 18 of L. R. Tuttle's subdivision of Widow's Mite. This land was appraised at $729, for a thirty-foot strip on the western side, or $1,215 for the whole lot. March 15, 1884, description received; March 18, 1884, appraisement requested; April, 1884, appraisement received; May 22, 1884, requested United States attorney to examine title; August 21, 1884, United States attorney reports (see Tuttle's case).

53. Adolphus G. Wells claims land on both sides of the river at Great Falls. (No appraisement for same reason as in 49.)

57. Richard Smith, attorney for the heirs of Sally Smith, received May 6, 1884, for a lot in Georgetown and for damages for the tunnel. It appears that the tunnel traverses this property for a distance of 1,697.5 feet, appraised at $848.75; and also that 6,103.96 square feet in Georgetown have been taken, appraised at $610.39. May 1, 1884, received description of tunnel; May 19, 1884, requested appraisement; August 11, 1884, received appraisement, received description of surface, requested appraisement, received appraisement; August 20, 1884, district attorney reports title good in the heirs of John A. Smith, but requires evidence as to who they are.

Josiah Dent, claim received August 19, 1884, for land through which the United States are constructing an extension of the Washington aqueduct. It would appear that the tunnel traverses the land claimed a distance of 1,193 feet, appraised at $596.50. May 1, 1884, description received; May 19, 1884, appraisement requested; August 11, 1884, appraisement received; August 13, 1884, Mr. Dent notified.

Mrs. Harriet C. Stuart, received September 2, 1884, claiming lots 14 and 19 in Tuttle's subdivision of Widow's Mite, and abstract of title. It appears that the tunnel traverses lot 14 a distance of 50.5 feet, appraised at $25.25. May 1, 1884, location received; May 21, 1884, appraisement requested; August 11, 1884, appraisement received; August 13, 1884, Mrs. Stuart notified.

Anna W. Morton, received September 23, 1884, claiming the Morton place, and inclosing abstract of title. It would appear that the tunnel traverses the property claimed for a distance of 206.5 feet, appraised at $103.50. May 1, 1884, location re-

ceived; May 19, 1884, appraisement requested; August 11, 1884, appraisement received; August 13, 1884, Morton heirs notified.

Georgetown College, August 15, 1884, claiming land, alleging uninterrupted possession for one hundred years. It would appear that the tunnel traverses the land claimed by the Georgetown College for a distance of 717 feet appraised at $358.50, and that we have taken a piece of land containing one acre three roods and nine and fifty-two one hundredths acres, appraised at $400. May 1, 1884, description of tunnel received; May 19, 1884, appraisement requested; August 11, 1884, appraisement and description of surface received; March 18, 1884, appraisement requested; April 18, 1884, appraisement received; August 13, 1884, Georgetown College notified.

Frank M. Green, received January 2, 1885, his abstract of title to lots 17, 37, 41, 43, 44, 45, 48, 49, 52, 53, 54, lots 70 to 75 and 96 to 100, in Presbrey's subdivision of Widow's Mite.

It appears that of the lots so claimed the tunnel traverses lots 48 and 49, already claimed by O. F. Presbrey, a distance of 101 feet, appraised at $50.05, but it does not appear that any others are affected.

In view of the provisions of the statute opening the Court of Claims to any one who for any reason had not been tendered payment, and forever barring those who did not present their claims within one year from the date of publication, and vesting in the United States an absolute title where no petition had been filed, I have not felt authorized to tender payment or to take any steps since the 21st of August, 1884. I am led to believe that many if not all the claimants above recited who failed so to present their claims did so under the misapprehension that the court was open only to those who were dissatisfied with the award, or whose claims were not cognizable by the appraisers. It became evident as the close of the year, designated by the statute, approached that the work of appraisement, examination of titles, and removal of incumbrances would occupy more than the allotted time, and on the 21st June, 1884, I addressed you a communication, a copy of which is hereto annexed. I respectfully renew the recommendation as to extension of time with the modification that the time be extended to one year from the passage of the act. Most of the titles lay outside of the city limits and had never received at the hands of purchasers that thorough examination which is exacted by this Department, and consequently little assistance was to be gained from previous labors. As will be noticed, many titles have been reported upon by the United States attorney but have not been considered, and many have not yet been examined by him.

The work of appraisement has been accomplished, but the last report was made so near the 21st of August as to give the claimants very inadequate opportunity to examine the report and comply with the statute.

I think the work of condemnation, appraisement, and purchase was prosecuted diligently by all concerned, but the number of properties involved and the intricacies of the titles were too great for the accomplishment in one year of all that was required.

Very respectfully,

BENJAMIN HARRIS BREWSTER,
Attorney-General.

The PRESIDENT OF THE SENATE.

DEPARTMENT OF JUSTICE,
Washington, June 21, 1884.

SIR: I deem it my duty to call the attention of the Senate to the following matter:

By the act of July 15, 1882, chapter 294, to increase the water supply of the city of Washington, provision is made for publication, among other

things, of a description of the lands taken, with notice to claimants thereof, after which there must be an appraisement, an examination of title, and other proceedings as to each tract separately owned, and the claimants under certain specified circumstances are allowed to sue in the Court of Claims for the value or damages within one year from the first publication of such notice.

The notice by publication required by the act given August 21, 1883, but the subsequent proceedings have taken more time than was anticipated, and it is probable that they cannot be completed as to all the tracts taken before August 21, 1884, in which case the claimant might be barred of any remedy in court.

I respectfully recommend, therefore, that the provision in said act authorizing suit by claimants in the Court of Claims be amended so as to require the petition to be filed within one year and six months from the publication instead of one year, as now provided.

Very respectfully,

BENJAMIN HARRIS BREWSTER,
Attorney-General.

The PRESIDENT OF THE SENATE.

Condemnation of land for water supply.

WASHINGTON CITY,
DEPARTMENT OF JUSTICE,
August 21, 1883.

Whereas by section 1 of the act of 1882, chapter 294 (July 15), entitled "An act to increase the water supply of the city of Washington, and for other purposes," it is, among other things, provided "that the Secretary of War shall cause to be made a survey and map of the land necessary to extend the Washington Aqueduct from its present eastern terminus to the high ground north of Washington, near Sixth street extended, and of the land necessary for a reservoir at that point, the capacity of which shall not be less than three hundred million gallons; and a like survey and map of the land necessary for a dam across the Potomac River at the Great Falls, including the land now occupied by the dam, and the land required for the extension of said dam across Conn's Island to and upon the Virginia shore; and when surveys and maps shall have been made, the Secretary of War and the Attorney-General of the United States shall proceed to acquire to and for the United States the outstanding title, if any, to said land and water rights, and to the land on which the gatehouse at Great Falls stands, by condemnation"; and also that "when the map and survey are completed, the Attorney-General shall proceed to ascertain the owners or claimants of the premises embraced in the survey, and shall cause to be published, for the space of thirty days, in one or more of the daily newspapers published in the District of Columbia, a description of the entire tract or tracts of land embraced in the survey, with a notice that the same has been taken for the uses mentioned in this act, and notifying all claimants to any portion of said premises to file, within its period of publication, in the Department of Justice, a description of the tract or parcel claimed, and a statement of its value as estimated by the claimant"; all of which will better appear upon reference to such act; and

Whereas such map and survey have been completed:

Now, therefore, in accordance therewith, and under the above requirements, I hereby give notice that the several parcels of land and water rights below described have been taken for the uses above indicated, viz:

(*a*) FOR EXTENSION OF AQUEDUCT.

1. It is proposed to take a right of way for a tunnel, whose least depth below the surface of the ground will vary from 50 to 170 feet, as shown in detail by the longitudinal section on tracing *a;* the line of tunnel commences at the auxiliary gatehouse of the distributing reservoir; thence north 81° 40′ 22″ east 20,826 feet to its eastern limit at the site of the proposed reservoir east of Howard University.

2. It is proposed to take and acquire title to the following tracts of land at the sites of the several shafts, viz:

At Foundry Branch, working shaft, about 3 acres, more or less, located in the valley of Foundry Branch south of and fronting on the "New Cut" road.

At Fayette street, air shaft, a lot 50 by 100 feet fronting on Fayette street.

At Rock Creek, working shaft, about 2½ acres on the left bank of the creek, extending about 1,000 feet down-stream from the lower mill dam and bounded on the east by the mill race.

At an air shaft, located about 1,400 feet west of the Columbia road, on tunnel line, a lot comprising about 5,000 square feet, more or less, and a right of way for a road 30 feet wide leading from the nearest public thoroughfare to said lot.

At Champlain avenue, working shaft, a lot fronting on Champlain avenue and comprising 40,000 square feet, more or less.

A roadway 60 feet wide and about 1,350 feet long from the auxiliary gate-house at the distributing reservoir to the intersection of the Foxhall lane and New Cut roads.

The several parcels of land referred to above are indicated by the spaces inclosed in green on tracing A. Their exact boundaries are not specified, because they can be modified within certain limits with a view to conforming, as far as practicable, to the wishes of the property owners.

(*b*) FOR RESERVOIR NEAR HOWARD UNIVERSITY.

1. It is proposed to take and acquire title to about 67.8 acres of land lying in the depression east of Howard University, together with all improvements thereon, comprising property in Howard subdivision, and undivided property, as follows: Blocks 9, 10, 11, 22, 23, 24, 25, 26, with adjoining streets, and lots A, B, C, D, E, F, and lots 10 to 21, inclusive, all in block 16, together with that part of College street adjoining lots 10 to C, inclusive, in said block; also the Spring lot, belonging to the United States, containing about 0.4 acre; also, about 22.4 acres of undivided land, said to belong to the Howard University, 0.6 acre said to belong to the Soldiers' Home, and 20.3 acres said to belong to G. E. Moore. Also, a lot,* 20 feet square, in the southwest corner of General Whittlesey's property.

2. It is also proposed to take a right of way 50 feet wide, and for such length as may be needed, to extend Four-and-a-half street (so called) from Boundary to and upon the property to be taken for the reservoir.

It is proposed to lay the large reinforcing mains along this line. The right of way through Le Droit Park has been promised, in writing, free of cost, and it already exists, as a public street, from there to the Howard University grounds. This will leave a length of about 360 feet to be condemned.

The lands referred to under this heading are shown on tracing B, indicated by the parts colored in green.

(*c*) LAND FOR DAM, ETC., AT GREAT FALLS.

1. For extending the dam to and upon the Virginia shore, it is proposed to take and acquire title to a strip about 918 feet wide, crossing Conn's Island and the Virginia channel, and connecting the United States property on Falls Island and Hard-to-come-at with the United States property on the Virginia shore. This will extend the present limits of the United States property on the Virginia shore to the south by taking in a triangular lot containing about 0.8 acre.

This tract is colored in yellow on tracing C.

2. It is proposed to hold and acquire title to the lot on which the gate-house at the Great Falls now stands, containing about one-fifth of an acre.

This tract is colored in brown on tracing C.

It is proposed to take and acquire title to a tract connecting the gate-house lot with the United States property at Falls Island, containing about 2.6 acres. The influent conduit and a part of the dam are located on this tract, and the Chesapeake and Ohio Canal passes through it. It is colored in green on tracing C.

4. In addition to acquiring to and for the United States any outstanding title to these lands at the Great Falls, it is also proposed to acquire all water rights implied in the possession of the same, or needed for purposes contemplated by the act under which these proceedings are taken.

The map of the surveys (in three tracings) required for the uses enumerated in the above-named act of 1882, chapter 294, may be seen at this Department by all claimants to any portion of said premises; and *they are hereby respectively notified to file, within the period of the publication of this advertisement, in the Department of Justice, a description of the tract or parcels respectively by them claimed, and a statement of their value as by each claimant estimated.*

BENJAMIN HARRIS BREWSTER,
Attorney-General.

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* This lot is required for the construction of the valve chamber.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 44.

LETTER

FROM

THE ATTORNEY-GENERAL,

ACKNOWLEDGING

Receipt of Senate resolution relative to lands taken by the Government under the act of July 15, 1882, and directing attention to his report containing the information desired.

JANUARY 24, 1885.—Referred to the Committee on the District of Columbia and ordered to be printed.

DEPARTMENT OF JUSTICE,
Washington, January 22, 1885.

To the President of the Senate:

I am in receipt of the resolution of the Senate directing me to report whether any claimants of lands taken by the Government under the act of July 15, 1882, remain unpaid and what obstacle, if any, exists to their payment.

I have this day transmitted a full report showing the proceedings of this Department under that act and the status of each claim, together with a recommendation for extension of time, to which I respectfully refer for answer to the Senate resolution.

Very respectfully,

BENJAMIN HARRIS BREWSTER,
Attorney-General.

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48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 45.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

From the Secretary of State, a report relative to an appropriation for a preliminary search of the records of French prize courts for evidence in the ascertainment of claims of American citizens for spoliations by the French prior to 1801.

JANUARY 24, 1885.—Read and referred to the Committee on Foreign Relations and ordered to be printed.

To the Senate :

I transmit herewith a report of the Secretary of State of the 22d instant, respecting an estimate of an appropriation to enable the Department of State to cause a preliminary search to be made of the records of the French prize courts from 1792 to 1801, inclusive, to ascertain whether any evidence or documents relating to the claims in question still exist, and if so, the nature and character thereof; said preliminary search being intended to aid the Department of State to carry out the requirements of section 5 of the act approved January 20, 1885, to provide for the ascertainment of the claims of American citizens for spoliations committed by the French prior to the 31st of July, 1801.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
Washington, January 23, 1885.

To the President :

Section 5 of the act to provide for the ascertainment of claims of American citizens for spoliations committed by the French prior to the 31st day of July, 1801, makes it the duty of the Secretary of State "to procure, as soon as possible after the passage of the act, through the American minister at Paris, or otherwise, all such evidence and documents relating to the claims above mentioned as can be obtained from abroad," &c.

It is understood that the condemnations of American vessels, which gave rise to many of the claims in question, were made by the various prize courts of France and her colonies, during the period from 1792 to 1801, inclusive.

The Department has already instructed the United States minister at Paris to procure, if practicable, a list of courts in which such condemnation proceedings were had.

Upon the receipt of the list, it will be necessary to have the records of the courts in question examined, to ascertain whether any evidence

or documents relating to the claims still exist, and if so, the nature and character thereof.

I have transmitted to Congress, through the Secretary of the Treasury, as required by law, an estimate of the appropriation believed to be necessary to enable this Department to cause this preliminary search of the records in question to be made.

Respectfully submitted.

FRED'K T. FRELINGHUYSEN.

DEPARTMENT OF STATE,
January 22, 1885.

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48TH CONGRESS, 2d Session. } SENATE. { Ex. Doc. No. 46.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of the Interior, with a draft of proposed legislation relative to claims of Omaha Indians against the Winnebago Indians.

JANUARY 24, 1885.—Read and referred to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith a communication of 20th instant from the Secretary of the Interior presenting, with accompanying papers, a draft of proposed legislation providing for the settlement of certain claims of the Omaha Indians in Nebraska, against the Winnebago Indians, on account of horses stolen by members of the latter tribe from the Omahas.

The subject is commended to the favorable consideration and action of the Congress.

CHESTER A. ARTHUR.

EXECUTIVE MANSION, *January* 23, 1885.

DEPARTMENT OF THE INTERIOR,
Washington, January 20, 1885.

The President:

SIR: I have the honor to submit herewith a communication from the Commissioner of Indian Affairs of 2d March, 1882, inclosing extract from a report made by Inspector Howard, under date of October 14, 1881, respecting certain claims presented by the Omaha Indians for the period since 1871, for horses stolen from them by the Winnebago Indians.

These claims, as appear from the statement presented, aggregate the sum of $5,190, being the value of 173 ponies taken at various times since 1871, and valued at an average of $30 per head.

The matter was presented to the Congress under date of March 15, 1882, in a letter addressed to the chairman of the Senate Committee on Appropriations of that date, but no action was had in the premises, so far as this Department is advised.

Under the stipulations contained in article 10 of the treaty with the Winnebago Indians, "the said tribe of Indians jointly and severally obligate and bind themselves not to commit any depredation or wrong

upon other Indians or upon citizens of the United States; to conduct themselves at all times in a peaceable and orderly manner; to submit all difficulties between them and other Indians to the President, and to abide by his decision."

In view of this provision of the treaty, this Department is now informally advised that it is the opinion of the Senate Committee on Indian Affairs that the "decision" of the President is required authorizing the settlement of these claims from the funds of the Winnebago Indians before any legislative action can be taken looking to their payment from moneys belonging to said Winnebago Indians.

This matter has my approval, and I have caused an item of appropriation to be prepared in the sum of $5,000 for the object herein set forth, which I respectfully request may be presented to the Congress for the favorable consideration of that body.

Very respectfully, your obedient servant,

M. L. JOSLYN,
Acting Secretary.

That the sum of $5,000, or so much thereof as may be necessary, be, and the same hereby is, set apart out of any money in the Treasury to the credit of the Winnebago tribe of Indians, out of which the Secretary of the Interior is authorized and directed to cause to be paid to such individual members of the Omaha tribe of Indians or their heirs, as shall submit proof to his satisfaction, the sum of $30 per head for each and every horse stolen from said individual members of said Omaha tribe of Indians by said Winnebago tribe of Indians or individual members thereof since the year 1871, unless the said depredation shall have in some way been settled or compromised by and between the said tribes, or the said horses returned to the parties from whom they were stolen.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, March 2, 1882.

SIR: The attention of this office has been drawn by George W. Wilkinson, United States Indian agent at Omaha and Winnebago Agency, Nebraska, to a claim by the Omahas for compensation for horses alleged to have been stolen from members of their tribe by Winnebagoes from the Winnebago Reservation, which adjoins the Omaha Reservation. From a report on file in this office, dated October 14, 1881, by Inspector C. H. Howard, it appears that under date of September 16, 1881, he was directed by you to investigate the matter carefully. I inclose herewith a copy of his report on the subject, from which it will be seen that differences between the Omahas and Winnebagoes prior to and including the year 1871, were in that year adjusted by the payment from tribal funds of losses and damages sustained by individuals of the respective tribes, and that the present claim of the Omahas can therefore apply only to losses sustained since the year 1871.

Inspector Howard furnishes a list of the names of such as presented claims for such losses, a copy of which is herewith inclosed, and he reports that after—

Counseling with the Winnebagoes and consulting with all the white people who had any information upon the subject, I [he] came to the conclusion that the horses stolen by the Winnebagoes were taken by the Winnebagoes from Wisconsin, on visiting their friends in Nebraska, and who are a roving, thieving class of Indians; or they were taken by some of the worst of the Nebraska Winnebagoes when they were about to visit Wisconsin Indians, and were sold en route, or were sold in Wisconsin.

The claim of the Omahas against the Winnebagoes is undoubtedly just, and should be paid.

The Omahas as a tribe are peaceable and industrious, and have heretofore not made reprisal against the Winnebagoes for the recovery of the stolen horses, but have sought to secure payment peaceably. The Winnebagoes have ample funds to their credit in the Treasury, but the act of January 18, 1881 (Stats. 21, p. 315), is regarded as giving specific direction to the funds therein declared to belong to the Wisconsin Winnebagoes, and thus interdicts the use of these funds for the payment of these losses, which cannot therefore be paid without further legislative authority. I have, therefore, the honor to submit herewith the form of a bill for the relief of the Omahas, which it is recommended may be transmitted to Congress with your favorable indorsement, and which, if matured into a law, will, it is believed, accomplish the desired object, and enable the Department to secure justice for the Omahas.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

Hon. S. J. KIRKWOOD,
Secretary of the Interior.

UNITED STATES INDIAN SERVICE,
OFFICE INDIAN INSPECTOR,
Chicago, Ill., October 14, 1881.

SIR:

* * * * * * *

ALLEGED STEALING OF OMAHA HORSES.

Your second item related to alleged stealing of Omaha horses by the Santee, Sioux, and by the Winnebagoes.

At the council with the Omahas I obtained the testimony of many individual Indians on this matter. I found that they had lost more or less of horses ever since they came upon the reservation. That there had been a party among them who favored retaliation upon the Winnebagoes and other Indian tribes who always were stealing; but in consequence of the treaty with the United States the majority had opposed retaliation on the ground that the United States had agreed to protect them and their property, and had made it as a condition that they should keep the peace and leave it to the Government to redress all their wrongs.

By careful inquiry I found that many horses had been stolen prior to 1870 and 1871 by the Winnebagoes, but that during these two years there were mutual councils under the direction of the agent and of a superintendent sent directly from the Department at Washington, and a settlement was reached between the two tribes. It was charged that the young men of the Omahas had given great offense to the Winnebagoes, by misconduct towards the women of the Winnebagoes at various times. The settlement arrived at involved the payment of cash for the horses stolen, and the payment of a certain sum also by the Omahas in redress for injuries to the women. The money in the latter case was paid over to the women to whom the injury had been done.

I then endeavored to ascertain accurately how many horses had been stolen by the Winnebagoes since 1871, and found that there was much corroborative testimony showing that horses had been taken every year, but almost never traced to this Winnebago Reservation; but the horses were taken across the River, and were sometimes traced to Wisconsin, sometimes were sold in Iowa, and sometimes had been recovered. I saw individuals who claimed in the aggregate that upwards of 140 horses had been stolen from them in this way and lost, and trustworty representatives of widows and others unable to be present afterwards brought the number up to 173.

After the council with the Winnebagoes, and consulting with all the white people who had any information upon the subject, I came to the conclusion that the horses stolen by the Winnebagoes were taken by the Winnebagoes from Wisconsin, on visiting their friends in Nebraska, and who are a roving, thieving class of Indians; or they

were taken by some of the worst of the Nebraska Winnebagoes when they were about to visit Wisconsin Indians, and were sold en route, or were sold in Wisconsin. There is a large party of the Winnebagoes known as the "Dancing Indians," who refuse to yield to civilizing influences, who keep up their vicious dancing, and with it all sorts of lawless practices; these are the ones who frequently leave the reservation and go up to Wisconsin, on a visit, and who entertain their friends from Wisconsin with *war dances* and the like when they come to Nebraska. These are the Indians who without question have stolen the Omaha horses and swam them across the Missouri River.

Mr. Ashley, the very efficient overseer and farmer for the Omahas, has been cognizant of the loss of many of these horses. I have full notes of the testimony of each Indian in relation to this matter, but do not deem it necessary to go into the details of their testimony unless the Department shall require it.

Mr. Edward Foley, an intelligent white man of good character, testified that he assisted the Indians in the recovery of some eight horses in September, 1878. He found that these horses had been stolen by the Winnebagoes, and that they sold them on their way to Wisconsin. He then spent some two months or more co-operating with the sheriffs in different counties in Iowa, employed attorneys, and followed up the matter in the courts until he recovered the horses. The Omahas promised him compensation, and now fully recognize and acknowledge his claim, as they stated to me, and as their delegation also stated in Washington.

That same season 40 ponies were taken from the Omahas. They frequently saw Winnebagoes prowling around. They tracked them by their moccasins, and were told by the white people across the Missouri, who knew the Winnebagoes, that they saw parties of the latter having their horses; sometimes they offered them for sale.

The agent at that time was Jacob Vore. He applied for funds for hunting up ponies, and obtained a small amount.

Six fine ponies we taken August 13, and the Indians were interrupted in their work for the need of them. Mr. Farley finally agreed to hunt them up for one-half their value. The agent had $40, which Mr. Farley expended towards the expenses. These 6 ponies were worth some $400 or $500, and he recovered them all through processes of the various courts. He recovered one pony three times, as various white people laid claim to him. He had with him two Indians. He owes $30 to one attorney, H. F. Appleton, and he paid him $10 out of his own pocket.

The agent paid altogether $100 towards expenses. Mr. Farley testifies that he paid out $60 in cash, besides wages for two months. His present claim is $260, and as the Indians acknowledge it, and as all testimony was agreed that he is an honorable man, I would recommend, first, that he be paid out of whatever moneys shall be set apart to meet this claim for the ponies.

I would recommend, secondly, that inasmuch as the Omahas have lost a total of 173 ponies since 1871 and traceable to the Winnebagoes, partly to those residing on the Nebraska Reservation, who have taken them when about to start on a visit to the Wisconsin Winnebagoes, and partly to the Wisconsin Winnebagoes, who have taken them after a visit to their friends on the Nebraska Reservation; that the worth of these ponies at a fair valuation be deducted from the annuity money which has been retained for the Wisconsin Winnebagoes, and which is now claimed by the Nebraska Winnebagoes.

I would recommend that an average of $30 for each pony be allowed, and be paid to the individual claimants, according to the evidence submitted to me, making a total sum sum of $5,190. Herewith please find, in Exhibit A, the names of the various persons who claim that the ponies have been stolen from them by the Winnebagoes, and the number from each.

* * * * * * * *

I am, sir, very respectfully,

C. H. HOWARD,
United States Indian Inspector.

Hon. S. J. KIRKWOOD,
Secretary of the Interior, Washington, D. C.

EXHIBIT A.—*Statement showing names of Omahas claiming horses stolen by the Winnebagoes, with number stolen from each.*

Names of Indians.	Number of horses stolen.	Names of Indians.	Number of horses stolen.
Shining Tail	5	Steven Guitar, reported by John Pitcher	1
Jim Dick	7	Little Shooter	1
Sioux Solomon	4	None-to-teach	2
Little Star	2	Hook Pere	2
Ga-he-ga	1	John Dick, for sister, Betsey Dick	4
Four Eyes	1	Louis Sansouci	5
Old Man Bone	5	Lone Fork	2
Thos. McCawley	5	Taming horse, by Louis Sansouci	3
Standing in Prairie, reported by Old Man Bone	2	Havey Blackbird, by Louis Sansouci	2
Buffalo Bill	4	Cha-za-minga	1
Yellow Smoke	1	Walker, for Treetops	1
Back Walker	4	Four Nail	2
Wa-ke-de	2	Edward Miller, for Geo. Miller	2
Wa-sah-pa	1	Edward Miller, for Nemaha	1
James Springer	1	One White Buffalo (an old woman), reported by Two Crows	1
White Weazel	2	Two Crows	16
Badger	3	Wm. Spencer	1
Big Elk	4	Oo-m-ba-chiza, reported by Policeman Winner	1
Run-in-the-midst	4	Man-not-Afraid-of-Panthers	3
Na-ga-wa-ka	1	Al-a Hogomani	1
Little Gray Wolf	1	Big Black Bear	2
Me-ha-tan	1	Oo-zo-goke, reported by Mr. Ashley	1
Little Deer	1	White Buffalo	4
Elk	3	Ta-he-Watha, reported by Cyrus Phillip	1
Blackbird	2	Wa-ja-pa, reported by two Crows	4
Singer	3	Joe La Fleische	5
Tom Baxter	1	Brave	6
Little Soldier	1	Lion	1
Ebe Homber—two belonging to Moglel-ahe	3	Blood	1
Little Village Maker	2	Ta-the-tha	1
Rusty Knife	2	Bathers	1
Little Chief	3	Meh-pee	1
Jno. Springer	2	Snatch-the-Leg	1
Geo. Mevick	5		
Lone Buffalo	1	Total	173
No Knife	1		
Smoking Walker	1		

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 47.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING,

In answer to resolution of the Senate, January 5, 1885, copies of treaties between the United States and foreign powers.

JANUARY 24, 1885.—Read and laid upon the table and ordered to be printed.

To the Senate of the United States:

I transmit herewith, in answer to a resolution of the Senate dated January 5, 1885, a report of the Secretary of State and accompanying copies of such treaties and conventions between the United States and foreign powers as are requested by the resolution.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
Washington, January 23, 1885.

DEPARTMENT OF STATE,
Washington, January 23, 1885.

To the President:

In response to a resolution of the Senate dated January 5, 1885, requesting the Secretary of State to transmit to that body "copies of all the treaties and conventions, except postal conventions, entered into by the United States, the ratification whereof has been exchanged, with such notes as may be in his possession indicating such treaties or conventions, or such parts of treaties or conventions as have been changed or abrogated, together with a synoptical and analytical index of such treaties and conventions," I have the honor to transmit herewith, in accordance with the above request, the copies of all the treaties and conventions between the United States and other powers that come under the requirements of the resolution.

Respectfully submitted.

FRED'K T. FRELINGHUYSEN.

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48TH CONGRESS, 2d Session. } SENATE. { Ex. Doc. No. 48.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Communication from the Secretary of the Navy relative to the services extended in Russia to the survivors of the Steamer Jeannette Expedition.

JANUARY 28, 1885.—Read and referred to the Committee on Foreign Relations and ordered to be printed.

EXECUTIVE MANSION,
January 27, 1885.

To the Senate and House of Representatives :

I have the honor to transmit communications from the Secretary of the Navy recommending certain action by the Government in recognition of the services, official and personal, extended in Russia to the survivors of the Arctic Exploring steamer Jeannette and to the search parties subsequently sent to Siberia.

The authority of Congress is requested for extending the specific rewards mentioned in the paper accompanying one of the communications of the Secretary. The suggestion concerning the thanks of Congress is also submitted for consideration.

CHESTER A. ARTHUR.

NAVY DEPARTMENT,
Washington, January 10, 1885.

SIR: In view of the great services and the sympathy extended in Russia to the survivors of the Arctic Exploring steamer Jeannette, and to the search parties, subsequently sent to Siberia, it seems fitting that the Congress of the United States should tender to the Government and people of Russia an official expression of its thanks; and, further, that those officials and inhabitants of Siberia who directly and materially aided the surviving officers and men of the Jeannette and the officers of the search parties should receive such additional evidences of the appreciation of this Government as may be appropriate.

I have, therefore, the honor to recommend that the thanks of Congress be tendered to the Government and people of Russia; that the persons designated in the paper accompanying this communication be given the specific rewards set opposite their names, and that Congress be requested to make such special appropriation as may be necessary to carry these recommendations into effect.

I have the honor to be, sir, very respectfully,

WM. E. CHANDLER,
Secretary of the Navy.

The PRESIDENT.

RECOGNITION OF SERVICES EXTENDED BY RUSSIAN OFFICIALS AND OTHERS TO THE SURVIVORS OF THE ARCTIC EXPLORING STEAMER JEANNETTE AND TO THE OFFICERS OF THE SEARCH PARTIES.

SPECIAL REWARDS.

OFFICIALS.

Maj. Gen. George Tchernaieff, governor of Yakutsk, Russian Siberia: Sword, and letter from the President of the United States.

Ispravnick Kasharoffski, Ispravnick Ipatieff, } Gold watch and silver medal.

Cossack-Subaltern Baieshoff: Silver medal, sporting rifle, and a gratuity of $200.

Cossack-Subaltern Kalinkin: Silver medal, and a gratuity of $200.

Cossack Ivan Bozhedomoff: A gratuity of $100.

INHABITANTS OF IRKUTSK.

Mr. Stepanoff: Gold watch.

Mr. A. A. Thornan: Gratuity of $300.

Mr. Charles Lee: Gold watch.

Constantin Bobokoff: Silver medal.

Jaokin Grombeck: Silver medal.

NATIVES OF THE DISTRICT OF YAKUTSK.

Vassili Bobrowsky: Large silver medal and $500.

Ivan Androsoff: Medium silver medal.

Constantin Mohoploff: Medium silver medal.

Peter Arrara: Medium silver medal.

Slipsof Verbenie: Medium silver medal.

Alexei Atkasoff: Medium silver medal.

Nicolai Diakonoff: Medium silver medal.

Michael: Small silver medal.

Abanashi Bobrowsky: Small silver medal.

Maxim Stepenoff: Small silver medal.

Toros Savin: Small silver medal.

——— Korani: Small silver medal.

And to each of these 1 small-bore muzzle-loading sporting rifle, 500 rounds of ammunition, 1,000 percussion-caps, powder-flask, bullet-pouch, bullet-mold, cleaner, nipper, fine ax, waist-belt, sheath-knife, flint and steel, 2 pairs scissors, 100 glover's needles, 5 pounds of white and 5 pounds black linen thread, 20 yards navy flannel, 20 yards calico, 5 pounds tea, 10 pounds tobacco, and 5 pounds horse-hair for nets.

CRIMINAL EXILES IN DISTRICT OF YAKUTSK.

Kusma Eremioff (Russian): Two hundred and fifty dollars.

Yafim Kopoloff (Russian): One hundred dollars.

Feodore Serroroff (Yakut): One hundred dollars.

For general distribution among the natives of the villages of Kitach, Zemovialach, and Arrui a quantity of tea, tobacco, beads, flannel, calico, thread, needles, glover's needles, lead, and horse hair for nets, to be distributed by the headmen, and excluding those Yakuti specifically rewarded as above; the quantity should be ample for about three hundred people which is the estimated number that should benefit by this bounty.

NAVY DEPARTMENT,
Washington, January 10, 1885.

SIR: As it seems fitting that the important and valuable services, official and personal, extended in Russia to the survivors of the Arctic Exploring steamer Jeannette and to the search parties subsequently sent to Siberia should receive appropriate official recognition, I have the honor to recommend that your thanks be tendered the following named persons, all of whom, as specifically set forth in the reports made to this Department, materially aided the surviving officers and men of the Jeannette and the officers of the search parties:

Governor-General, Lieutenant-General Anuchin (Irkutsk).
Governor-General, Lieutenant-General Kalpokoffsky (Omsk).
Governor, Major-General Tchernaieff (Yakutsk).
Governor, Major-General Nassovich (Irkutsk).
Governor, Conseiller d' Etat Mertsalof (Tomsk).
Governor of Petropaulovsk.
General Peter Civer (Irkutsk).
Consul of France M. Edmond de Lagreué (Moscow).
Medical Director R. Kapello (Yakutsk).
Count Emil Ahlfeldt Laurwigen (St. Petersburgh).

As valuable services were also extended by Dr. R. Byelie and Mr. E. Leon, political exiles in Siberia, to the officers and men referred to, I shall, with your approval, tender them the thanks of this Department.

I have the honor to be, sir, very respectfully,

WM. E. CHANDLER,
Secretary of the Navy.

The PRESIDENT.

48TH CONGRESS, 2d Session. } SENATE. { EX. DOC. No. 49.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

His views of the provisions of Senate bill 862, an act for the relief of Uriel Crocker.

JANUARY 28, 1885.—Read and laid upon the table and ordered to be printed.

To the Senate of the United States:

I have carefully considered the provision of Senate bill No. 862, entitled "An act for the relief of Uriel Crocker."

The general statute provides for relief in case of the destruction of coupon bonds.

In my opinion, this provision of law is sufficiently liberal to meet all cases of missing coupon bonds worthy of favorable action, and I do not deem it advisable to encourage this class of legislation.

The bill is not, however, so flagrantly inexpedient as to call for my formal disapproval, and I have allowed it to become a law under the constitutional provision; contenting myself with communicating to the Senate, in which the bill originated, my disapproval of special legislation of this character.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
January 27, 1885.

BSB Bayerische StaatsBibliothek
MDZ Münchener DigitalisierungsZentrum Digitale Bibliothek

Senate documents

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